CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, AUGUST 5, 2026, 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	Sheila Rossi
ROLL CALL:	Mayor	Sheila Rossi
	Mayor Pro Tem	Omari Ferguson
	Councilmember	Michael A. Cacciotti
	Councilmember	Jon Primuth
	Councilmember	Janet Braun
PLEDGE OF ALLEGIANCE:	Mayor Pro Tem	Omari Ferguson

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)

CHANGES TO THE AGENDA

3. 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.

4. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $123,793.61; GENERAL CITY WARRANTS IN THE AMOUNT OF $3,050,160.71; ONLINE PAYMENTS IN THE AMOUNT OF $170,818.86; VOIDS IN THE AMOUNT OF ($2,246.70); PAYROLL IN THE AMOUNT OF $1,382,884.78

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

5. **CONSIDERATION TO AUTHORIZE ACCEPTING A GRANT AWARD IN THE AMOUNT OF $54,000.00 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM AND ADOPTION OF RESOLUTION NO. 8023 AMENDING THE 2026-2027 BUDGET TO REFLECT THE GRANT REVENUE**

   Recommendation
   It is recommended that the City Council:
   1. Authorize the City Manager or designee to accept a grant award in the amount of $54,000.00 from the California Office of Traffic Safety (OTS) for the Strategic Traffic Enforcement Program;
   2. Adopt Resolution No. 8023 amending the 2026-2027 budget to appropriate $54,000 in grant revenue and expenditures in the OTS Grant Fund (Fund 269); and
   3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

6. **CONSIDERATION OF APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE CITIES OF ALHAMBRA, BURBANK, CALABASAS, GLENDALE, HIDDEN HILLS, LA CANADA FLINTRIDGE, MONTEBELLO, MONTEREY PARK, PASADENA, ROSEMEAD, SAN FERNANDO, SAN GABRIEL, SAN MARINO, SOUTH EL MONTE, SOUTH PASADENA, TEMPLE CITY, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED**

   Recommendation
   It is recommended that the City Council authorize the City Manager or designee to enter into a Memorandum of Agreement (Attachment 1) between the City of Los Angeles, County of Los Angeles, Los Angeles County Flood Control District, the Cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, Temple City, and the San Gabriel Valley Council of Governments regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) for the Upper Los Angeles River Watershed for Fiscal Years 2026-27 through 2030-31.

7. **CONSIDERATION TO ADOPT RESOLUTION 8021 RESCINDING SECTION 2 OF RESOLUTION NO. 7979 AND INSTEAD ESTABLISHING THE CRIME ANALYST AS A REPRESENTED CLASSIFICATION IN THE POLICE OFFICERS' ASSOCIATION (POA) AND APPROVAL OF THE TRI-PARTY AGREEMENT BETWEEN THE CITY, THE PUBLIC SERVICES EMPLOYEES' ASSOCIATION AND THE POLICE OFFICERS' ASSOCIATION MEMORIALIZING THE CHANGE**

   Recommendation
   It is recommended that the City Council adopt Resolution No. 8021 rescinding Section 2 of Resolution No. 7979 removing the Crime Analyst classification from the Public Service

Employees' Association, establishing the Crime Analyst as a represented classification in the Police Officers' Association and approving the tri-party agreement memorializing the bargaining unit transition.

8. CONSIDERATION TO AUTHORIZE SUBMITTAL OF A 2026 UNITED STATES TENNIS ASSOCIATION TENNIS VENUE SERVICES GRANT APPLICATION FOR THE RESURFACING OF TWO TENNIS COURTS AT GARFIELD PARK

Recommendation

It is recommended that the City Council:

1. Authorize the preparation and submittal of a 2026 United States Tennis Association Tennis Venue Services Grant application requesting up to $16,000 toward the resurfacing of two tennis courts at Garfield Park; and
2. Authorize the City Manager, or designee, to execute and submit all documents necessary to complete the grant application.

9. CONSIDERATION OF APPROVAL OF A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIO COMMUNITY MEALS FOR THE SENIOR SERVICES NUTRITION PROGRAM

Recommendation

It is recommended that the City Council:

1. Approve the Third Amendment to the Professional Services Agreement with TRIO Community Meals to extend the agreement through June 30, 2027, and approve the revised fee schedule effective July 1, 2026, and establish a total not-to-exceed amount of $77,610 for Fiscal Year 2026-2027; and
2. Authorize the City Manager to execute the Third Amendment and any other documents necessary to implement the agreement.

10. CONSIDERATION TO RECEIVE AND FILE THE MAY 2026 MONTHLY BUDGET REPORT

Recommendation

It is recommended that the City Council receive and file the monthly budget report through May 31, 2026 (Attachment No. 1).

11. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR ACCOUNTING CONSULTANT SERVICES

Recommendation

Staff recommends that the City Council approve the Professional Services Agreement with MV Cheng & Associates, Inc. for a one-year term from July 1, 2026 through June 30, 2027 for a total compensation amount not to exceed $65,000.

12. CONSIDERATION OF APPROVAL OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC., FOR ON CALL AS NEEDED FINANCIAL AND REAL ESTATE ADVISORY SERVICES RELATED TO THE 1503-1507 EL CENTRO STREET AFFORDABLE HOUSING PROJECT, IN THE AMOUNT OF $50,000 FOR A NEW TOTAL AGREEMENT AMOUNT OF $80,000

Recommendation
It is recommended that the City Council consider approval of the proposed Second Amendment to the Professional Services Agreement with Keyser Marston Associates, Inc., for financial and real estate advisory services related to the 1503-1507 El Centro Street affordable housing project, in the amount of $50,000, for a new total not to exceed amount of $80,000.

13. CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT TO TAYLOR TENNIS COURTS INC. IN AN AMOUNT NOT TO EXCEED $93,284 FOR THE RESURFACING OF TENNIS COURTS AT GARFIELD PARK AND TENNIS/PICKLEBALL COURTS AT ORANGE GROVE PARK

Recommendation
It is recommended that the City Council:

a. Award a construction contract to Taylor Tennis Courts Inc. to resurface two existing tennis courts at Garfield Park and two existing tennis/pickleball courts at Orange Grove Park in an amount not to exceed $93,284, consisting of the base bid of $77,736 and a 20% contingency of $15,548; and
b. Authorize the City Manager, or designee, to execute the agreement in the form approved by the City Attorney and any related documents.

14. RATIFICATION OF THE CORRECT TOTAL NOT-TO-EXCEED AMOUNT OF $129,600 FOR THE SECOND AMENDMENT TO THE AGREEMENT WITH ENGINEERING CONSULTING SERVICES, INC. (ECS) FOR PROJECT MANAGEMENT SUPPORT SERVICES

Recommendation
It is recommended that the City Council ratify the June 3, 2026, approval of the Second Amendment to the Professional Services Agreement with Engineering Consulting Services, Inc. (ECS) for the correct not-to-exceed amount of $129,600.

15. CONSIDERATION OF APPROVAL OF THE REGULAR MEETING MINUTES FOR JULY 7, 2026

Recommendation
It is recommended that the City Council approve the minutes of the July 7, 2026, Regular City Council Meeting.

PUBLIC HEARING

16. CONSIDERATION OF AN ORDINANCE TO AMEND CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE (SPMC) AND ADOPT A TRANSIT-ORIENTED DEVELOPMENT ALTERNATIVE PLAN PURSUANT TO SENATE BILL 79 (GOVERNMENT CODE SECTIONS 65912.155 ET SEQ.), AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

Recommendation
It is recommended that the City Council:

1. Open the Public Hearing;
2. Take public comment;
3. Council discussion and direction, if appropriate; and
4. Continue the Public Hearing to September 16, 2026.

ACTION/DISCUSSION

17. CONSIDERATION FOR FIRST READING OF ORDINANCE NO. 2420, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AMENDING SECTION 19.58 AND 19.64 OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO OVERNIGHT PARKING RESTRICTIONS AND OVERNIGHT PARKING PERMITS ADJUSTING THE OVERNIGHT PARKING RESTRICTION TO 1:00 A.M. TO 6:00 A.M.

Recommendation

It is recommended that the City Council:

1. Introduce and waive full reading of Ordinance No. 2420, amending Section 19.58 and Section 19.64 of the South Pasadena Municipal Code relating to overnight parking restrictions and overnight parking permits; and
2. Adopt Resolution No. 8024 approving a budget appropriation of $10,000 from the General Fund into the Police Department's Professional Services expenditure account number 101-4010-4011-8170 to update the regulatory signage at major thoroughfares entering the City related to the overnight parking prohibition.

18. CONSIDERATION OF A POLICY FOR USE OF MEMORANDA OF UNDERSTANDING AND PARTNERSHIP AGREEMENTS FOR THE USE OF CITY FACILITIES, INCLUDING PARKS, PROGRAMS AND PUBLIC SPACES

Recommendation

It is recommended that the City Council:

1. Review and provide feedback on the proposed Policy for Use of Memoranda of Understanding and Partnership Agreements ("Policy"); and
2. Consider approval of the Policy to provide staff with a consistent framework for evaluating future partnership arrangements with outside organizations.

19. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 8022 ESTABLISHING A STANDING CITY COUNCIL LEGISLATIVE COMMITTEE AND APPOINTMENT OF COMMITTEE MEMBERS

Recommendation

It is recommended that the City Council:

1. Adopt Resolution No. 8022, establishing a Standing City Council Legislative Committee; and
2. Confirm the Mayor's appointments of two (2) members of the City Council to the Legislative Committee for the current term.

PUBLIC COMMENT - CONTINUED

20. 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

21. COUNCILMEMBER COMMUNICATIONS

22. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

August 19, 2026	Regular City Council Meeting	7:00 P.M.
September 2, 2026	Regular City Council Meeting	7:00 P.M.
September 16, 2026	Regular City Council Meeting	7:00 P.M.
October 7, 2026	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 August 5, 2026, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City, website as required by law, on the date listed below.

07/30/2026	/S/
Date	Nikima Newsome, Chief City Clerk

City Council
Agenda Report

ITEM NO. 4

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: William Castrillon, Budget & Purchasing Manager

SUBJECT: **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $123,793.61; GENERAL CITY WARRANTS IN THE AMOUNT OF $3,050,160.71; ONLINE PAYMENTS IN THE AMOUNT OF $170,818.86; VOIDS IN THE AMOUNT OF ($2,246.70); PAYROLL IN THE AMOUNT OF $1,382,884.78**

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

Executive Summary
Prepaid Warrants:
Warrant # 323827-323843, 323849-323852, **$38,894.70**
ACH: **$ 84,898.91**

General City Warrants
Warrant # 323844-323948, **$689,458.58**
ACH: **$2,360,702.13**

Voids: **($2,246.70)**

Online Payments: **$170,818.86**

Regular Payroll Ending 07/17/2026: **$1,382,884.78**

Total: **$ 4,725,411.26**

Analysis
A warrant register is the list of checks and electronic payments issued by the City. Approval of the warrant register allows the City Council to review and confirm payments made with City funds. This process provides transparency to the public, ensures spending is consistent with the adopted budget and City policies, and serves as an important internal control to safeguard taxpayer dollars. By approving the register, the City Council fulfills its responsibility to oversee the use of public funds and maintain accountability in City operations.

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.

Attachment:
Attachment No. 1 - Warrant Summary
Attachment No. 2 - Prepaid Warrant List
Attachment No. 3 - General Warrant List
Attachment No. 4 - Online Payment Report
Attachment No. 5 - Payroll Report
Attachment No. 6 - Voids

City of South Pasadena
Demand/Warrant Register

Recap by fund	**Fund No.**	**Date** 8/5/2026 **Amounts** Prepaid	Written
General Fund	101	78,186.38	886,223.07
Insurance Fund	103	3,758.04	1,456.40
Street Improvement Program	104	-	809,972.52
Facilities & Maintenance	105	-	-
Technology Surcharge Fund	106	-	-
Programs and Projects	107	-	-
Special Projects Fund	116	-	10,322.18
Vehicle Replacement Fund	120	16,839.06	-
Tree Replacement Fund	121	-	-
Local Transit Return "A"	205	-	26,105.43
SLFRF Fund	206	-	-
Local Transit Return "C"	207	-	22,546.88
TEA/Metro	208	-	-
Sewer Fund	210	1,450.71	20,392.54
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	4,994.22	4,078.98
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Successor Agency to the CRA	227	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	3,844.69	78,728.94
County Park Bond Fund	232	-	-
Measure R	233	-	21,361.47
Garfield Walkways State Grant	234	-	-
Measure M	236	-	28,372.62
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	8,674.67	-
Measure W	239	-	15,069.45
Measure M MSP	240	-	28,695.71
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Measure R MIP	243	-	-
Reimbursable Grant Fund	244	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Measure A Grant	251	-	-
Proposition 68 Grant	252	-	-
Affordable Housing Trust Fund	254	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
OTS Grant	269	-	-
Asset Forfeiture	270	-	49,556.84
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	24,112.00
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	2,215.50
State SR 710 LATIP	297	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	-
Water Fund	500	1,093.46	1,018,151.62
Water Efficiency Fund	503	-	2,798.56
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	4,952.38	-
			-
	Column Totals:	123,793.61	3,050,160.71

City Report Totals:	3,173,954.32
Regular Payroll Ending 07/17/2026	1,382,884.78
Online Payments	170,818.86
Voids	(2,246.70)
Grand Report Total:	**4,725,411.26**

Sheila Rossi, Mayor

William Castrillon, Budget & Purchasing Manager

Nikima Newsome, Chief City Clerk

Accounts Payable

Check Detail

User: tfernandez
Printed: 07/28/2026 - 5:38PM

Check Number	Check Date	Amount
ENTERPRI - Enterprise FM Trust		
0	07/15/2026	
Inv FBN5693627		
Line Item Date	Line Item Description	
07/03/2026	PD Tesla Fleet Monthly Lease Payments FY26/27	16,839.06
07/03/2026	PD Tesla Fleet Monthly Lease Payments FY26/27	8,674.67
Inv FBN5693627 Total		25,513.73
0 Total:		25,513.73
ENTERPRI - Enterprise FM Trust Total:		25,513.73
FED1109 - FedEx		
323827	07/15/2026	
Inv 9-347-12038		
Line Item Date	Line Item Description	
06/19/2026	PD Postage	19.20
Inv 9-347-12038 Total		19.20
323827 Total:		19.20
FED1109 - FedEx Total:		19.20
SCF1400 - SC Commercial LLC		
323828	07/15/2026	
Inv IN-0000377717		
Line Item Date	Line Item Description	
06/17/2026	Urgent Unleaded & Clear Diesel Fuel Public Works Yard Fueling St	654.63
06/17/2026	Urgent Unleaded & Clear Diesel Fuel Public Works Yard Fueling St	1,070.21
06/17/2026	Urgent Unleaded & Clear Diesel Fuel Public Works Yard Fueling St	1,070.20
06/17/2026	Urgent Unleaded & Clear Diesel Fuel Public Works Yard Fueling St	1,070.20
06/17/2026	Urgent Unleaded & Clear Diesel Fuel Public Works Yard Fueling St	1,070.20
06/17/2026	Urgent Unleaded & Clear Diesel Fuel Public Works Yard Fueling St	1,070.21
06/17/2026	Urgent Unleaded & Clear Diesel Fuel Public Works Yard Fueling St	1,070.21
Inv IN-0000377717 Total		7,075.86
323828 Total:		7,075.86

Check Number	Check Date	Amount
SCF1400 - SC Commercial LLC Total:		7,075.86
SHA8030 - Shakespeare by the Sea		
323829	07/15/2026	
Inv 04.782SBTS		
Line Item Date	Line Item Description	
06/25/2026	Theatre Performance Macbeth 7/18-19/2026 FY27	9,000.00
Inv 04.782SBTS Total		9,000.00
323829 Total:		9,000.00
SHA8030 - Shakespeare by the Sea Total:		9,000.00
Total:		41,608.79

Accounts Payable

Check Detail

User: tfernandez
Printed: 07/28/2026 - 5:40PM

Check Number	Check Date	Amount
Y2K2K! - O'Halloran, Riley		
323830	07/21/2026	
Inv	Summer Concerts Series 7.26.26	
Line Item Date	Line Item Description	
07/21/2026	2026 Summer Concert Series Band Performance 7/26/26	1,900.00
Inv Summer Concerts Series 7.26.26 Total		1,900.00
323830 Total:		1,900.00
Y2K2K! - O'Halloran, Riley Total:		1,900.00
Total:		1,900.00

Accounts Payable

Check Detail

User: tfernandez
Printed: 07/28/2026 - 5:40PM

Check Number	Check Date	Amount
BKAC2013 - Prime Actuarial Consulting, LLC		
0	07/28/2026	
Inv 32459		
Line Item Date	Line Item Description	
06/18/2026	Actuarial Services for Self-Insured Liability and Workers Comp	5,600.00
Inv 32459 Total		5,600.00
0 Total:		5,600.00
BKAC2013 - Prime Actuarial Consulting, LLC Total:		5,600.00
CABDSNS - California Building Standards Commission		
323832	07/28/2026	
Inv Apr-Jun 2026		
Line Item Date	Line Item Description	
07/15/2026	BSASRF Fees	248.40
Inv Apr-Jun 2026 Total		248.40
323832 Total:		248.40
CABDSNS - California Building Standards Commission Total:		248.40
CADPTCSC - California Department of Conservation		
323833	07/28/2026	
Inv Apr-Jun 2026		
Line Item Date	Line Item Description	
07/15/2026	SMIP Fees (Apr-June 2026)	800.08
Inv Apr-Jun 2026 Total		800.08
323833 Total:		800.08
CADPTCSC - California Department of Conservation Total:		800.08
CIN4011 - AT&T Mobility		
323831	07/28/2026	

Inv 287288006612X07102026

Line Item Date	Line Item Description	
06/30/2026	AN 287288006612 Mobile Devices 6/3-7/2/26	4,704.35

Inv 287288006612X07102026 Total 4,704.35

Inv 287312118886X07102026

Line Item Date	Line Item Description	
06/30/2026	AN 287312118886 Serv 6/3-7/2 (June 2026)	2,641.95

Inv 287312118886X07102026 Total 2,641.95

323831 Total: 7,346.30

CIN4011 - AT&T Mobility Total: 7,346.30

COBR7131 - The Advantage Group

0 07/28/2026

Inv 072026HRA

Line Item Date	Line Item Description	
07/20/2026		23,682.39

Inv 072026HRA Total 23,682.39

Inv 194303

Line Item Date	Line Item Description	
06/30/2026	HRA Administration Fee for January 2026	294.00

Inv 194303 Total 294.00

0 Total: 23,976.39

COBR7131 - The Advantage Group Total: 23,976.39

FCA1245 - Los Angeles Fire Chiefs Association

323839 07/28/2026

Inv LAAFCA26-27Dues

Line Item Date	Line Item Description	
07/01/2026	LAAFCA Due & Membership Chief Lloyd 2026-2027	1,500.00

Inv LAAFCA26-27Dues Total 1,500.00

Inv LAAFCA-DCONF

Line Item Date	Line Item Description	
07/01/2026	LAAFCA 2026 Desert Conferece Chief Lloyd & Chief Dunn	3,100.00

Inv LAAFCA-DCONF Total 3,100.00

323839 Total: 4,600.00

FCA1245 - Los Angeles Fire Chiefs Association Total: 4,600.00

FRNCPOST - FRANCOTYP-POSTALIA, INC.

323838 07/28/2026

Inv RI107341725

Line Item Date	Line Item Description	
06/26/2026	Ink cartridges for Postbase mailing machine	205.43

Inv RI107341725 Total 205.43

323838 Total: 205.43

FRNCPOST - FRANCOTYP-POSTALIA, INC. Total: 205.43

ITCR2501 - Pacific Secured Equities Inc.

0 07/28/2026

Inv 76-016289

Line Item Date	Line Item Description	
06/30/2026	Indemnity Annual Per Claim Fees - June 2026	3,758.04

Inv 76-016289 Total 3,758.04

0 Total: 3,758.04

ITCR2501 - Pacific Secured Equities Inc. Total: 3,758.04

MJRI2950 - Magic Jump Rentals, Inc.

323841 07/28/2026

Inv 447898

Line Item Date	Line Item Description	
05/11/2026	All Star Inflatable Sports 4 in 1 Games 4th July 2026 Re-Issue	745.10

Inv 447898 Total 745.10

323841 Total: 745.10

MJRI2950 - Magic Jump Rentals, Inc. Total: 745.10

PARS3011 - Phase II Systems a California Corporation

0 07/28/2026

Inv 60679

Line Item Date	Line Item Description	
06/30/2026	Annual Asset Fee (prorated monthly) - May 2026	400.00

Inv 60679 Total 400.00

Inv PR 07.17.2026

Line Item Date	Line Item Description	
07/16/2026	PR Batch 71726.07.2026 PARS Employer Contribution	1,313.92
07/16/2026	PR Batch 71726.07.2026 PARS Employee Contribution	1,313.92

Inv PR 07.17.2026 Total 2,627.84

0 Total: 3,027.84

PARS3011 - Phase II Systems a California Corporation Total: 3,027.84

PASADENA - Los Angeles Sheriff's Department

323840 07/28/2026

Inv PR 07.17.2026

Line Item Date	Line Item Description	
07/16/2026	PR Batch 71726.07.2026 Garnishment Case# 23NWLC28549 Eric (	152.70

Inv PR 07.17.2026 Total 152.70

Inv PR07.03.2026

Line Item Date	Line Item Description	
07/03/2026	PRBatch70326.07.2026 Garnishment Case# 23NWLC28549 Eric C(	152.70

Inv PR07.03.2026 Total 152.70

323840 Total: 305.40

PASADENA - Los Angeles Sheriff's Department Total: 305.40

PBGF8031 - Pitney Bowes Global Financial Services LLC

323842 07/28/2026

Inv 3107928029

Line Item Date	Line Item Description	
06/10/2026	April 30, 2026-July 29, 2026 Lease of postage meter	219.93

Inv 3107928029 Total 219.93

323842 Total: 219.93

PBGF8031 - Pitney Bowes Global Financial Services LLC Total: 219.93

RDRKDVS - Davis, Roderick

323834 07/28/2026

Inv 07062026

Line Item Date Line Item Description

07/06/2026	Soccer Watch Party Special Event DJ service 7/6/26 Re-Issue	800.00
Inv 07062026 Total		800.00
323834 Total:		800.00
RDRKDVS - Davis, Roderick Total:		800.00

SCFT0000 - Franchise Tax Board

323835 07/28/2026

Inv PR 07.17.2026

Line Item Date	Line Item Description	
07/16/2026	PR Batch 71726.07.2026 Garnish. Christopher Acc. No.211-23208-1	200.00
Inv PR 07.17.2026 Total		200.00
323835 Total:		200.00
SCFT0000 - Franchise Tax Board Total:		200.00

SCFT0001 - Franchise Tax Board

323836 07/28/2026

Inv PR 07.17.2026

Line Item Date	Line Item Description	
07/16/2026	PR Batch 71726.07.2026 Garnishment -Christiana Case #11025452(	90.00
Inv PR 07.17.2026 Total		90.00
323836 Total:		90.00
SCFT0001 - Franchise Tax Board Total:		90.00

SCFT0004 - Franchise Tax Board

323837 07/28/2026

Inv PR 07.17.2026

Line Item Date	Line Item Description	
07/16/2026	PR Batch 71726.07.2026 Garnish-Andrew Rodriguez Acc#214-2198	674.98
Inv PR 07.17.2026 Total		674.98
323837 Total:		674.98
SCFT0004 - Franchise Tax Board Total:		674.98

SSDV2018 - Sandoval, Sheila

0 07/28/2026

Inv PR 07.17.2026

Line Item Date	Line Item Description	
07/16/2026	PR Batch 71726.07.2026 Garnishment - Sandoval	956.03
07/16/2026	PR Batch 71726.07.2026 Sandoval - Garnishment	98.13

Inv PR 07.17.2026 Total 1,054.16

0 Total: 1,054.16

SSDV2018 - Sandoval, Sheila Total: 1,054.16

WLHD8020 - Westlake Hardware

0 07/28/2026

Inv 14306385

Line Item Date	Line Item Description	
12/26/2025	stock for vehicles	15.45

Inv 14306385 Total 15.45

Inv 14306527

Line Item Date	Line Item Description	
02/11/2026	senior center leak	285.02

Inv 14306527 Total 285.02

Inv 14306589

Line Item Date	Line Item Description	
03/03/2026	bulk fasteners	0.01

Inv 14306589 Total 0.01

Inv 14306601

Line Item Date	Line Item Description	
03/05/2026	stock for boom truck	165.62

Inv 14306601 Total 165.62

Inv 14306651

Line Item Date	Line Item Description	
02/19/2026	city hall paint project yard stock	278.95

Inv 14306651 Total 278.95

Inv 14306677

Line Item Date	Line Item Description	
03/30/2026	City hall project office remodel	119.83

Inv 14306677 Total 119.83

Inv 14306680

Line Item Date	Line Item Description	
03/31/2026	Material for restrooms & senior center	27.03

Inv 14306680 Total 27.03

Inv 14306699

Line Item Date	Line Item Description	
04/09/2026	equipment maintenance supplies	313.81

Inv 14306699 Total 313.81

Inv 14306703

Line Item Date	Line Item Description	
04/10/2026	electrical stock	38.20

Inv 14306703 Total 38.20

Inv 14306722

Line Item Date	Line Item Description	
04/16/2026	library gutter repair	271.71

Inv 14306722 Total 271.71

Inv 14306727

Line Item Date	Line Item Description	
04/20/2026	materials needed for turf maintenance	360.12

Inv 14306727 Total 360.12

Inv 14306733

Line Item Date	Line Item Description	
04/21/2026	tools for streets division	577.86

Inv 14306733 Total 577.86

Inv 14306735

Line Item Date	Line Item Description	
04/21/2026	council chambers restroom due to exhaust fan going out	228.82

Inv 14306735 Total 228.82

Inv 14306738

Line Item Date	Line Item Description	
04/22/2026	Plant materials for the open spaces	740.07

Inv 14306738 Total 740.07

Inv 14306740

Line Item Date	Line Item Description	
04/22/2026	PW breakroom remodel	1,924.91

Inv 14306740 Total 1,924.91

Inv 14306753

Line Item Date	Line Item Description	
04/27/2026	safety straps and covers	288.66

Inv 14306753 Total 288.66

Inv 14306754

Line Item Date	Line Item Description	
04/27/2026	shade for fire station	88.39

Inv 14306754 Total 88.39

Inv 14306764

Line Item Date	Line Item Description	
04/29/2026	Key box and materials needed to secure equip. keys	296.03

Inv 14306764 Total 296.03

Inv 14306769

Line Item Date	Line Item Description	
04/30/2026	paint supplies and tools	318.31

Inv 14306769 Total 318.31

Inv 14306773

Line Item Date	Line Item Description	
05/01/2026	stock for shop	111.77

Inv 14306773 Total 111.77

Inv 14306788

Line Item Date	Line Item Description	
05/06/2026	wasp removal supply needed	99.44

Inv 14306788 Total 99.44

Inv 14306933

Line Item Date	Line Item Description	
06/22/2026	senior center repair	3.58

Inv 14306933 Total 3.58

Inv 14306943

Line Item Date	Line Item Description	
06/25/2026	mulch for July 4th event @ Garfield park	441.12

Inv 14306943 Total 441.12

Check Number	Check Date	Amount
Inv 14306955		
Line Item Date	Line Item Description	
06/29/2026	Garfield park shop stock	175.53
Inv 14306955 Total		175.53
Inv 14306961		
Line Item Date	Line Item Description	
06/29/2026	marking paint for USH	241.79
Inv 14306961 Total		241.79
Inv 14306973		
Line Item Date	Line Item Description	
06/30/2026	wiper blades for utility trucks	138.72
Inv 14306973 Total		138.72
0 Total:		7,550.75
WLHD8020 - Westlake Hardware Total:		7,550.75
XRXF5010 - Xerox Financial Services		
323843	07/28/2026	
Inv 42296895		
Line Item Date	Line Item Description	
07/02/2026	City Facilities Copiers Lease 6/22 - 7/21 FY 26-27	2,209.46
Inv 42296895 Total		2,209.46
323843 Total:		2,209.46
XRXF5010 - Xerox Financial Services Total:		2,209.46
Total:		63,412.26

Accounts Payable

Check Detail

User: tfernandez
Printed: 07/28/2026 - 5:41PM

Check Number	Check Date	Amount
FED1109 - FedEx		
323949	07/28/2026	
Inv 9-374-95321		
Line Item Date	Line Item Description	
07/10/2026	PD Postage	16.30
Inv 9-374-95321 Total		16.30
323949 Total:		16.30
FED1109 - FedEx Total:		16.30
OCEGUEDA - Ocegueda, Antonio		
323951	07/28/2026	
Inv WaterAcct 17678		
Line Item Date	Line Item Description	
07/16/2026	Water Acct# 17678 Credit Balance Due to Cust Closed Acct 3/31/26	23.26
Inv WaterAcct 17678 Total		23.26
323951 Total:		23.26
OCEGUEDA - Ocegueda, Antonio Total:		23.26
SMARRUJO - Marrujo, Sandra		
323950	07/28/2026	
Inv 08-02-2026		
Line Item Date	Line Item Description	
07/28/2026	Summer Concert in Park 8/2/2026	1,600.00
Inv 08-02-2026 Total		1,600.00
323950 Total:		1,600.00
SMARRUJO - Marrujo, Sandra Total:		1,600.00
SWA2992 - Swank Motion Pictures, Inc		
323952	07/28/2026	

Check Number	Check Date	Amount
Inv RG 4398547		
Line Item Date	Line Item Description	
07/21/2026	Movies in park Licensing Cars 8/7/26	815.00
Inv RG 4398547 Total		815.00
323952 Total:		815.00
SWA2992 - Swank Motion Pictures, Inc Total:		815.00
Total:		2,454.56

Accounts Payable

Check Detail

User: tfernandez
Printed: 07/28/2026 - 5:42PM

Check Number	Check Date	Amount
CAL0616 - E. D. D.		
0	07/28/2026	
Inv L0932073776		

Line Item Date	Line Item Description	
07/24/2026	Unemployment M Diaz Q4 FY26	5,875.00
07/24/2026	Unemployment A Tardif Q4 FY26	5,398.00
07/24/2026	Unemployment M Van Zandt Q4 FY26	3,145.00
Inv L0932073776 Total		14,418.00
0 Total:		14,418.00
CAL0616 - E. D. D. Total:		14,418.00
Total:		14,418.00

Attachment No. 3

Accounts Payable

Check Detail

User: tfernandez
Printed: 07/28/2026 - 5:43PM

Check Number	Check Date	Amount
AAGUILAR - Aguilar, Adrian		
323845	07/28/2026	
Inv AA 6/23/26		
Line Item Date	Line Item Description	
06/23/2026	Reimbursement for Paramedic Accreditation - Adrian Aguilar	158.44
Inv AA 6/23/26 Total		158.44
323845 Total:		158.44
AAGUILAR - Aguilar, Adrian Total:		158.44
ABCBEE - ABC Bee Control		
323844	07/28/2026	
Inv 8669		
Line Item Date	Line Item Description	
06/09/2026	Humane bee removal svcs 1303 Milan at 45 ft	1,500.00
Inv 8669 Total		1,500.00
Inv 8698		
Line Item Date	Line Item Description	
06/15/2026	Humane bee removal--Garfield park @ 25 ft	1,100.00
Inv 8698 Total		1,100.00
323844 Total:		2,600.00
ABCBEE - ABC Bee Control Total:		2,600.00
ACMT2920 - All City Management Services, Inc.		
323848	07/28/2026	
Inv PS-INV106455		
Line Item Date	Line Item Description	
05/29/2026	Crossing Guard Services 5/10-5/23/2026	13,762.11
Inv PS-INV106455 Total		13,762.11
Inv PS-INV106826		
Line Item Date	Line Item Description	

Check Number	Check Date		Amount
	06/12/2026	Crossing Guard Services 5/24-6/6/2026	9,396.48
	Inv PS-INV106826 Total		9,396.48
323848 Total:			23,158.59
ACMT2920 - All City Management Services, Inc. Total:			23,158.59
ALH0179 - Alhambra Car Wash			
323847	07/28/2026		
	Inv May 2026		
	Line Item Date	Line Item Description	
	06/09/2026	PD Vehicle Maintenance	256.00
	Inv May 2026 Total		256.00
323847 Total:			256.00
ALH0179 - Alhambra Car Wash Total:			256.00
ALL0197 - All Star Fire Equipment, Inc.			
323849	07/28/2026		
	Inv 273464		
	Line Item Date	Line Item Description	
	06/23/2026	Safety Clothing / Equipment Add Amendment 2/4/26. Amended to $	240.66
	Inv 273464 Total		240.66
323849 Total:			240.66
ALL0197 - All Star Fire Equipment, Inc. Total:			240.66
ALTAPLDE - Alta Planning + Design, Inc.			
323850	07/28/2026		
	Inv 304.2600590.0-3		
	Line Item Date	Line Item Description	
	06/30/2026	304.2600590.000-3 MissionArroyoPasadena IntersectTraffic Study	2,869.80
	Inv 304.2600590.0-3 Total		2,869.80
323850 Total:			2,869.80
ALTAPLDE - Alta Planning + Design, Inc. Total:			2,869.80
AMAZONCP - Amazon Capital Services, Inc.			
0	07/28/2026		

Inv 134P-L9LN-TCRN

Line Item Date	Line Item Description	
07/08/2026	CSD Senior Center Supplies Cash Receipt Pad, Clay Pottery Tools	27.82

Inv 134P-L9LN-TCRN Total 27.82

Inv 136N-JMTW-XHD9

Line Item Date	Line Item Description	
06/28/2026	PD Vehicle Maintenance	215.18

Inv 136N-JMTW-XHD9 Total 215.18

Inv 14X1-RYVN-RDGN

Line Item Date	Line Item Description	
06/25/2026	4th of July Supplies	2,159.23
06/25/2026	Camp Med Supplies	42.80

Inv 14X1-RYVN-RDGN Total 2,202.03

Inv 1631-XKVT-VFYX

Line Item Date	Line Item Description	
07/10/2026	Office Supplies - Flash Drives	39.67

Inv 1631-XKVT-VFYX Total 39.67

Inv 196Y-D4P1-QMGR

Line Item Date	Line Item Description	
07/07/2026	Books for Library Collection	57.44

Inv 196Y-D4P1-QMGR Total 57.44

Inv 1CCD-Y616-LFPX

Line Item Date	Line Item Description	
07/19/2026	Office Supplies - July 2026	76.37

Inv 1CCD-Y616-LFPX Total 76.37

Inv 1FNF-3JCR-7DXR

Line Item Date	Line Item Description	
06/30/2026	Credit Memo for 1WTT-TKQC-1XNP	-30.42

Inv 1FNF-3JCR-7DXR Total -30.42

Inv 1FWK-KGL4-3JTM

Line Item Date	Line Item Description	
07/05/2026	Books for Library Collection	13.75

Inv 1FWK-KGL4-3JTM Total 13.75

Inv 1G49-CTXC-XMDT

Line Item Date	Line Item Description

07/08/2026	CSD- Starlink Gen 3 case	188.94
Inv 1G49-CTXC-XMDT Total		188.94

Inv 1GN1-KPHM-CQY3

Line Item Date	Line Item Description	
07/09/2026	DAR ant bait	19.78
Inv 1GN1-KPHM-CQY3 Total		19.78

Inv 1H77-CHWG-XV63

Line Item Date	Line Item Description	
06/26/2026	Credit Memo for 11WRL-PGXY-JNYY	-32.51
Inv 1H77-CHWG-XV63 Total		-32.51

Inv 1KW3-PGMK-G6N3

Line Item Date	Line Item Description	
06/25/2026	Office Supplies	87.78
Inv 1KW3-PGMK-G6N3 Total		87.78

Inv 1LGG-9DYJ-PD6D

Line Item Date	Line Item Description	
06/27/2026	calming alphabet	64.06
Inv 1LGG-9DYJ-PD6D Total		64.06

Inv 1MHJ-16TN-CWJJ

Line Item Date	Line Item Description	
06/09/2026	PD Office Supplies	179.18
Inv 1MHJ-16TN-CWJJ Total		179.18

Inv 1MY3-VGP3-FV1H

Line Item Date	Line Item Description	
07/08/2026	CSD- Starlink Gen 3 case	44.19
Inv 1MY3-VGP3-FV1H Total		44.19

Inv 1NGC-H4FR-HKR7

Line Item Date	Line Item Description	
07/14/2026	Commissioner Convening Meeting Pins	737.27
Inv 1NGC-H4FR-HKR7 Total		737.27

Inv 1Q4P-W634-QLGN

Line Item Date	Line Item Description	
07/15/2026	DAR vehicle supplies windshield tablets	10.48
Inv 1Q4P-W634-QLGN Total		10.48

Inv 1R6V-4KQ3-GVFR

Line Item Date	Line Item Description	
04/29/2026	alcohol wipes	209.80

Inv 1R6V-4KQ3-GVFR Total 209.80

Inv 1VR4-GYT1-16LY

Line Item Date	Line Item Description	
06/27/2026	multi-plug, silicone mat	23.72

Inv 1VR4-GYT1-16LY Total 23.72

Inv 1WRL-PGXY-JNYY

Line Item Date	Line Item Description	
06/26/2026	Office Supplies and Computer Peripherals	170.31

Inv 1WRL-PGXY-JNYY Total 170.31

Inv 1WTT-TKQC-1XNP

Line Item Date	Line Item Description	
06/30/2026	Credit Memo for 1WTT-TKQC-1XNP	30.42

Inv 1WTT-TKQC-1XNP Total 30.42

Inv 1XF7-NWF1-KD31

Line Item Date	Line Item Description	
06/25/2026	PD Office Supplies	209.94

Inv 1XF7-NWF1-KD31 Total 209.94

Inv 1Y67-YNNQ-LY1Y

Line Item Date	Line Item Description	
06/29/2026	assorted seed packets	861.85

Inv 1Y67-YNNQ-LY1Y Total 861.85

Inv 1YNM-J7LW-KF4L

Line Item Date	Line Item Description	
07/14/2026	Office Door Sign	15.74

Inv 1YNM-J7LW-KF4L Total 15.74

0 Total: 5,422.79

AMAZONCP - Amazon Capital Services, Inc. Total: 5,422.79

AMTIR4 - The Reinalt-Thomas Corporation DBA

323934 07/28/2026

Inv 5076318128

Line Item Date	Line Item Description

Check Number	Check Date		Amount
	06/08/2026	PD Vehicle Maintenance	1,030.38
	Inv 5076318128 Total		1,030.38
	Inv 5076602896		
	Line Item Date	Line Item Description	
	06/10/2026	PD Vehicle Maintenance	1,589.57
	Inv 5076602896 Total		1,589.57
	Inv 5078620149		
	Line Item Date	Line Item Description	
	06/25/2026	Tires for PD Fleet 7/8/26 FY26	19,965.17
	Inv 5078620149 Total		19,965.17
323934 Total:			22,585.12
AMTIR4 - The Reinalt-Thomas Corporation DBA Total:			22,585.12
ANTLAGRP - Annealta Group			
323851	07/28/2026		
	Inv 497-3823		
	Line Item Date	Line Item Description	
	06/30/2026	PW Staff Augmentation Principal Project Manager JUN 2026	2,418.75
	Inv 497-3823 Total		2,418.75
	Inv 497-3825		
	Line Item Date	Line Item Description	
	06/30/2026	Public Works Staff Augmentation JUN26	1,237.50
	Inv 497-3825 Total		1,237.50
	Inv 497-3826		
	Line Item Date	Line Item Description	
	06/30/2026	PW Staff Augmentation Principal Project Manager JUN 2026	3,093.75
	Inv 497-3826 Total		3,093.75
	Inv 497-3827		
	Line Item Date	Line Item Description	
	06/30/2026	Public Works Staff Augmentation JUN26	3,881.25
	Inv 497-3827 Total		3,881.25
323851 Total:			10,631.25
ANTLAGRP - Annealta Group Total:			10,631.25

ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo

0 07/28/2026

Inv 781525

Line Item Date	Line Item Description	
02/28/2026	Legal Personnel Matters FEB 2026	7,340.30
Inv 781525 Total		7,340.30

Inv 793399

Line Item Date	Line Item Description	
05/31/2026	General Labor and Employment Advice - May 2026	168.00
Inv 793399 Total		168.00

Inv 796543

Line Item Date	Line Item Description	
06/30/2026	Legal Personnel Matters June 2026	720.30
Inv 796543 Total		720.30

0 Total: 8,228.60

ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total: 8,228.60

AVANTGAR - Advanced Avant-Garde Corporation

0 07/28/2026

Inv 13333

Line Item Date	Line Item Description	
06/30/2026	PSA: Avant Garde: On-Call Program Mgmt Support Services	8,295.31
06/30/2026	PSA: Avant Garde: On-Call Program Mgmt Support Services	5,806.76
06/30/2026	PSA: Avant Garde: On-Call Program Mgmt Support Services	4,147.62
06/30/2026	PSA: Avant Garde: On-Call Program Mgmt Support Services	8,295.31
Inv 13333 Total		26,545.00

0 Total: 26,545.00

AVANTGAR - Advanced Avant-Garde Corporation Total: 26,545.00

AVCJ3041 - Arroyo Verdugo Communities Joint Powers Authority

323855 07/28/2026

Inv 4152026

Line Item Date	Line Item Description	
04/15/2026	Arroyo Verdugo Communities JPA Membership Dues FY2025-2026	6,215.00
Inv 4152026 Total		6,215.00

323855 Total: 6,215.00

AVCJ3041 - Arroyo Verdugo Communities Joint Powers Authority Total: 6,215.00

BARALPW - Barrera, Alejandro

323856 07/28/2026

Inv 6/ 17, 18, 21 /26

Line Item Date	Line Item Description	
06/21/2026	Mileage Reimbursement 6/17-18, 6/21/2026	83.52

Inv 6/ 17, 18, 21 /26 Total 83.52

Inv 6/12/26

Line Item Date	Line Item Description	
06/12/2026	Mileage Reimbursement 6/12/26 12pm City Hall AC	27.84

Inv 6/12/26 Total 27.84

Inv 6/15/26

Line Item Date	Line Item Description	
06/15/2026	Mileage Reimbursement 6/15/26 6pm Gate FD	27.84

Inv 6/15/26 Total 27.84

Inv 6/27/26

Line Item Date	Line Item Description	
06/27/2026	Mileage Reimbursement 6/27/26 4pm Miller/Garfield Broken Glass	27.84

Inv 6/27/26 Total 27.84

Inv 6/7/26

Line Item Date	Line Item Description	
06/07/2026	Mileage Reimbursement 6/7/26 3pm Orange Grove Police Report	27.84

Inv 6/7/26 Total 27.84

323856 Total: 194.88

BARALPW - Barrera, Alejandro Total: 194.88

BLBA8010 - Bibliotheca, LLC

0 07/28/2026

Inv INV-US86551

Line Item Date	Line Item Description	
06/23/2026	Radio Frequency Identification Technology & Equipment	1,105.00

Inv INV-US86551 Total 1,105.00

0 Total: 1,105.00

BLBA8010 - Bibliotheca, LLC Total: 1,105.00

BLSP8010 - Blackstone Publishing
0 07/28/2026
Inv 2238454

Line Item Date	Line Item Description	
06/29/2026	Books, DVDs, CDs, AudioBooks Purchase FY25-23	112.82

Inv 2238454 Total 112.82

0 Total: 112.82

BLSP8010 - Blackstone Publishing Total: 112.82

BRCL6011 - BluSky Restoration Contractors, LLC
323858 07/28/2026
Inv 283785-11

Line Item Date	Line Item Description	
03/26/2026	Phase II Fire Department Restroom Restoration and Repair Project	69,115.00

Inv 283785-11 Total 69,115.00

323858 Total: 69,115.00

BRCL6011 - BluSky Restoration Contractors, LLC Total: 69,115.00

CAL5236 - Dy-Dee Services of Pasadena, Inc.
323875 07/28/2026
Inv 2626543

Line Item Date	Line Item Description	
06/25/2026	Linen & Cleaning Services FY25-26	103.11

Inv 2626543 Total 103.11

323875 Total: 103.11

CAL5236 - Dy-Dee Services of Pasadena, Inc. Total: 103.11

CAL6695 - California American Water
323859 07/28/2026
Inv 5.16.26-6.17.26

Line Item Date	Line Item Description	
06/19/2026	Wilson Well 2 Connection Fee AN 1015-210021511021	75.31

Inv 5.16.26-6.17.26 Total		75.31
323859 Total:		75.31
CAL6695 - California American Water Total:		75.31
CAN0607 - Cantu Graphics Inc.		
0	07/28/2026	
Inv 65911-2		
Line Item Date	Line Item Description	
06/30/2026	24x36 coroplast signs	110.39
Inv 65911-2 Total		110.39
Inv 65911-4		
Line Item Date	Line Item Description	
07/01/2026	4th of July Signage 2026	621.01
Inv 65911-4 Total		621.01
Inv 65912-2		
Line Item Date	Line Item Description	
07/02/2026	Business Cards-Permit Tech	44.04
Inv 65912-2 Total		44.04
Inv 65927-2		
Line Item Date	Line Item Description	
07/08/2026	Library Card Applications	510.51
Inv 65927-2 Total		510.51
Inv 65931-2		
Line Item Date	Line Item Description	
07/09/2026	Business Cards	44.15
07/09/2026	Business Cards	44.14
Inv 65931-2 Total		88.29
Inv 65969-2		
Line Item Date	Line Item Description	
07/20/2026	Door Hangers - SB79 Community Meeting	328.19
Inv 65969-2 Total		328.19
0 Total:		1,702.43
CAN0607 - Cantu Graphics Inc. Total:		1,702.43

Check Number	Check Date	Amount

CAVIARLA - Caviar LA, LLC

323860 07/28/2026

Inv FILM 801

Line Item Date	Line Item Description	
06/30/2026	14875 Walmart Refund	285.00
Inv FILM 801 Total		285.00
323860 Total:		285.00
CAVIARLA - Caviar LA, LLC Total:		285.00

CDPS1020 - ICC General Code Inc

323887 07/28/2026

Inv GCI0020119

Line Item Date	Line Item Description	
06/30/2026	Municipal Code - Web Update	385.50
Inv GCI0020119 Total		385.50
323887 Total:		385.50
CDPS1020 - ICC General Code Inc Total:		385.50

CDW5246 - CDW Government LLC

0 07/28/2026

Inv AJ8YD9X

Line Item Date	Line Item Description	
06/25/2026	EDU Faronics Deep Freeze ENT Mnt Rnw 1Y	361.20
Inv AJ8YD9X Total		361.20
0 Total:		361.20
CDW5246 - CDW Government LLC Total:		361.20

CGUSA - Compass Group USA, Inc.

323868 07/28/2026

Inv SOC341090

Line Item Date	Line Item Description	
07/01/2026	July 2026 Rent Water Machine	52.47
Inv SOC341090 Total		52.47
323868 Total:		52.47

CGUSA - Compass Group USA, Inc. Total: 52.47

CHMA4011 - Chung Marketing Inc

323861 07/28/2026

Inv 6096

Line Item Date	Line Item Description	
06/12/2026	PD Promotional Products	2,480.73

Inv 6096 Total 2,480.73

323861 Total: 2,480.73

CHMA4011 - Chung Marketing Inc Total: 2,480.73

CHMILLER - Miller, Christiana

0 07/28/2026

Inv July2026

Line Item Date	Line Item Description	
07/02/2026	YMCA Reimbursement for July 2026	55.00

Inv July2026 Total 55.00

0 Total: 55.00

CHMILLER - Miller, Christiana Total: 55.00

CINTA3 - Cintas Corporation

323862 07/28/2026

Inv 4275500165

Line Item Date	Line Item Description	
07/13/2026	Public Works Uniforms Parks Division FY2026-2027	50.16

Inv 4275500165 Total 50.16

323862 Total: 50.16

CINTA3 - Cintas Corporation Total: 50.16

CITIGUAR - Citiguard Inc

323863 07/28/2026

Inv 82526

Line Item Date	Line Item Description	
06/01/2026	Security Guard Concierge Srv Library 5/18-5/31/26	2,562.50

Inv 82526 Total 2,562.50

Inv 83461R

Line Item Date	Line Item Description	
06/30/2026	Security Guard Concierge Srv Library JUN2026	5,675.00

Inv 83461R Total 5,675.00

323863 Total: 8,237.50

CITIGUAR - Citiguard Inc Total: 8,237.50

CIVISOCI - Disrupter Media Consultants LLC

323874 07/28/2026

Inv 1059

Line Item Date	Line Item Description	
06/22/2026	Social Media Strategy & Training for City Staff	17,500.00

Inv 1059 Total 17,500.00

323874 Total: 17,500.00

CIVISOCI - Disrupter Media Consultants LLC Total: 17,500.00

CMONTOYA - Montoya, Christian

323905 07/28/2026

Inv 110478686

Line Item Date	Line Item Description	
07/10/2026	Refund for deposit for WMB on 07/10/2026	590.00

Inv 110478686 Total 590.00

323905 Total: 590.00

CMONTOYA - Montoya, Christian Total: 590.00

COGL8180 - City of Glendale

323864 07/28/2026

Inv 26-1135

Line Item Date	Line Item Description	
03/03/2026	Expenses related to computer forensics services	3,600.00

Inv 26-1135 Total 3,600.00

Inv 26-1185

Line Item Date	Line Item Description	
06/04/2026	Expenses related to DNA processing services	2,840.00

Inv 26-1185 Total 2,840.00

323864 Total: 6,440.00

COGL8180 - City of Glendale Total: 6,440.00

COIT8031 - COIT Services, Inc.

323867 07/28/2026

Inv 001-SC6.17.2026

Line Item Date	Line Item Description	
06/07/2026	Clean and Flameproof Drapery Sr Center Main Room. Added $4 An	880.00

Inv 001-SC6.17.2026 Total 880.00

Inv 001-WMB6.17.2026

Line Item Date	Line Item Description	
06/17/2026	Clean and Flameproof Drapery War Memorial Building	2,440.00

Inv 001-WMB6.17.2026 Total 2,440.00

323867 Total: 3,320.00

COIT8031 - COIT Services, Inc. Total: 3,320.00

CRDA1021 - Corodata Records Management, Inc.

0 07/28/2026

Inv RS7182159

Line Item Date	Line Item Description	
06/30/2026	Corodata Records Management Services FY2025-2026	649.76

Inv RS7182159 Total 649.76

0 Total: 649.76

CRDA1021 - Corodata Records Management, Inc. Total: 649.76

CSPF5011 - City of South Pasadena Fire Department Petty Cash

323866 07/28/2026

Inv 6/26/25-4/15/26

Line Item Date	Line Item Description	
06/26/2026	Building Maintenance Supplies	13.25
06/30/2026	Engineer Exam Panel Lunch	39.70
06/26/2026	Building Maintenance Supplies Paint, Screws	61.26
06/26/2026	Building Maintenance Supplies Sign	19.07
06/26/2026	Fire Prevention Meeting/Training	10.00
06/30/2026	Vehicle Maintenance Tires	20.00
06/26/2026	Building Maintenance Supplies Paint	16.43
06/26/2026	Building Maintenance Supplies Screws, Nuts, Bolts	115.87

Inv 6/26/25-4/15/26 Total		295.58
323866 Total:		295.58
CSPF5011 - City of South Pasadena Fire Department Petty Cash Total:		295.58

CTCC9264 - CT&T Concrete Paving, Inc.

323869 07/28/2026

Inv CT7070

Line Item Date	Line Item Description	
06/01/2026	Citywide Sidewalk Repairs Services FY2025-2026	6,185.00
Inv CT7070 Total		6,185.00

Inv CT7071

Line Item Date	Line Item Description	
06/01/2026	Citywide Sidewalk Repairs Services FY2025-2026	30,000.00
06/01/2026	Citywide Sidewalk Repairs Services FY2025-2026	3,966.00
Inv CT7071 Total		33,966.00

Inv CT7072

Line Item Date	Line Item Description	
06/01/2026	Citywide Sidewalk Repairs Services FY2025-2026	8,161.50
Inv CT7072 Total		8,161.50
323869 Total:		48,312.50
CTCC9264 - CT&T Concrete Paving, Inc. Total:		48,312.50

CWNC2501 - Carl Warren & Company LLC

0 07/28/2026

Inv CWC-2065698

Line Item Date	Line Item Description	
06/30/2026	Legal Matters - June 2026	1,456.40
Inv CWC-2065698 Total		1,456.40
0 Total:		1,456.40
CWNC2501 - Carl Warren & Company LLC Total:		1,456.40

DDLP8010 - Dr. Detail Ph.D LLC

0 07/28/2026

Inv 3657

Line Item Date	Line Item Description

06/25/2026	Pressure wash concrete and brick under benches on Oxley side by	225.00
Inv 3657 Total		225.00
Inv 3672		
Line Item Date	Line Item Description	
07/01/2026	4th of July Prep Work 2026 Garfield Park Gazebo	495.00
Inv 3672 Total		495.00
Inv 3673		
Line Item Date	Line Item Description	
07/02/2026	4th of July 2026 Prep Work Community Room	345.00
Inv 3673 Total		345.00
Inv 3674		
Line Item Date	Line Item Description	
07/04/2026	4th of July Prep Work 2026 Fire Dept garage	1,080.00
Inv 3674 Total		1,080.00
Inv 3675		
Line Item Date	Line Item Description	
07/08/2026	Spot clean children's area carpets for throw up 7/8/26	225.00
Inv 3675 Total		225.00
0 Total:		2,370.00
DDLP8010 - Dr. Detail Ph.D LLC Total:		2,370.00

DEL4000 - Dell Marketing LP

0	07/28/2026	
Inv 10877598387		
Line Item Date	Line Item Description	
06/02/2026	Computer Equipment CMO Conference room	8,769.39
Inv 10877598387 Total		8,769.39
Inv 10878701849		
Line Item Date	Line Item Description	
06/11/2026	Workstation replacementa at PD and PW	14,930.30
Inv 10878701849 Total		14,930.30
Inv 10878701890		
Line Item Date	Line Item Description	
06/11/2026	Workstation replacement at EOC	3,341.60

Inv 10878701890 Total 3,341.60

Inv 10879622837

Line Item Date	Line Item Description	
06/18/2026	Workstation replacement at Finance and Public Works	27,709.62

Inv 10879622837 Total 27,709.62

Inv 10880442347

Line Item Date	Line Item Description	
06/24/2026	Workstation replacement for HR and Finance	11,166.09

Inv 10880442347 Total 11,166.09

0 Total: 65,917.00

DEL4000 - Dell Marketing LP Total: 65,917.00

DEPC6011 - Dewey Services Inc

323872 07/28/2026

Inv 18083738

Line Item Date	Line Item Description	
06/01/2026	Pest Control for Sr. Center and Library 6/2026	90.00

Inv 18083738 Total 90.00

Inv 18129988

Line Item Date	Line Item Description	
06/01/2026	Pest Control for 625 1/2 Stratford 6/2026	120.00

Inv 18129988 Total 120.00

Inv 18129989

Line Item Date	Line Item Description	
06/01/2026	Pest Control for 1700 Edgewood Dr 6/2026	120.00

Inv 18129989 Total 120.00

Inv 18129991

Line Item Date	Line Item Description	
06/01/2026	Pest Control for 435 Fair Oaks 6/2026	120.00

Inv 18129991 Total 120.00

Inv 18129992

Line Item Date	Line Item Description	
06/01/2026	Pest Control for 1100-1102 Oxley St 6/2026	120.00

Inv 18129992 Total 120.00

Inv 18129993

Line Item Date	Line Item Description	
06/01/2026	AN 2084780 Pest Control 1414 Mission 6/2026	135.50

Inv 18129993 Total 135.50

Inv 18129995

Line Item Date	Line Item Description	
06/01/2026	Pest Control for 825 Mission St JUN 2026	120.00

Inv 18129995 Total 120.00

Inv 18129996

Line Item Date	Line Item Description	
06/01/2026	Pest Control for 815 Mission St 6/2026	120.00

Inv 18129996 Total 120.00

Inv 18129999

Line Item Date	Line Item Description	
06/01/2026	Pest Control for 640 Stoney Dr 6/2026	303.00

Inv 18129999 Total 303.00

323872 Total: 1,248.50

DEPC6011 - Dewey Services Inc Total: 1,248.50

DESI5011 - Digital EMS Solutions Inc.

323873 07/28/2026

Inv INV-00424

Line Item Date	Line Item Description	
07/01/2026	Annual Software for Digital EMS Reporting FY27	8,212.80

Inv INV-00424 Total 8,212.80

323873 Total: 8,212.80

DESI5011 - Digital EMS Solutions Inc. Total: 8,212.80

DGSI6010 - Duthie Power Services

0 07/28/2026

Inv A157727

Line Item Date	Line Item Description	
06/24/2026	Westside Reservoir Generator Semi-Annual Preventative Maintenan	813.90

Inv A157727 Total 813.90

Inv A157730

Line Item Date	Line Item Description	
06/24/2026	Replacement of oil filter and fuel filter	1,060.13

Inv A157730 Total 1,060.13

0 Total: 1,874.03

DGSI6010 - Duthie Power Services Total: 1,874.03

DSP0755 - D & S Printing

323870 07/28/2026

Inv 7002

Line Item Date	Line Item Description	
07/15/2026	Dept Envelopes	143.66

Inv 7002 Total 143.66

323870 Total: 143.66

DSP0755 - D & S Printing Total: 143.66

DTATK701 - Data Ticket, Inc.

323871 07/28/2026

Inv 196304

Line Item Date	Line Item Description	
07/06/2026	Code Processing-June 2026	200.00

Inv 196304 Total 200.00

323871 Total: 200.00

DTATK701 - Data Ticket, Inc. Total: 200.00

DVANDENS - Vandensteen, Desiree

323944 07/28/2026

Inv May, June 2026

Line Item Date	Line Item Description	
06/10/2026	Employee Wellness Reimbursement May-Jun 2026	60.69

Inv May, June 2026 Total 60.69

323944 Total: 60.69

DVANDENS - Vandensteen, Desiree Total: 60.69

Check Number	Check Date	Amount

DVVLZ - David Volz Design Landscape Architects, Inc

0 07/28/2026

Inv 423276

Line Item Date	Line Item Description	
10/31/2025	PSA Design servies related to the Berkshire and Grevelia Pocket	18,125.00
Inv 423276 Total		18,125.00

Inv 423299

Line Item Date	Line Item Description	
12/16/2025	Engineering Services related to the Pocket Parks Project	5,987.00
Inv 423299 Total		5,987.00

0 Total: 24,112.00

DVVLZ - David Volz Design Landscape Architects, Inc Total: 24,112.00

E3CONSUL - E3 Consulting Corporation

323876 07/28/2026

Inv 3500-10

Line Item Date	Line Item Description	
06/30/2026	Ergonomic Assessments Public Works Dept	1,395.00
06/30/2026	Ergonomic Assessments Public Works Dept	700.00
06/30/2026	Ergonomic Assessments Public Works Dept	630.00
06/30/2026	Ergonomic Assessments Public Works Dept	210.00
06/30/2026	Ergonomic Assessments Public Works Dept	210.00
Inv 3500-10 Total		3,145.00

323876 Total: 3,145.00

E3CONSUL - E3 Consulting Corporation Total: 3,145.00

EBS1007 - EBSCO Industries, Inc.

0 07/28/2026

Inv 2602496

Line Item Date	Line Item Description	
05/13/2026	CREDIT	-22.40
Inv 2602496 Total		-22.40

Inv 2602628

Line Item Date	Line Item Description	
06/13/2026	Periodicals for Library Collection	69.06
Inv 2602628 Total		69.06

0 Total: 46.66

EBS1007 - EBSCO Industries, Inc. Total: 46.66

ECOQLTY - Eco-Quality Analysis Inc.
323877 07/28/2026
Inv 26-1860-LT

Line Item Date	Line Item Description	
06/01/2026	PD Locker Room Hazardous Building Material Survey (HBMS) CIF	2,508.00

Inv 26-1860-LT Total 2,508.00

323877 Total: 2,508.00

ECOQLTY - Eco-Quality Analysis Inc. Total: 2,508.00

EMPI5011 - ARAMSCO INC
323853 07/28/2026
Inv S7748053.001

Line Item Date	Line Item Description	
06/05/2026	Fire Station Cleaning Apparatus	671.30

Inv S7748053.001 Total 671.30

323853 Total: 671.30

EMPI5011 - ARAMSCO INC Total: 671.30

ENT5426 - The Aby Manufacturing Group Inc
323932 07/28/2026
Inv 0195752-IN

Line Item Date	Line Item Description	
06/16/2026	PD Special Department Expense	813.00

Inv 0195752-IN Total 813.00

323932 Total: 813.00

ENT5426 - The Aby Manufacturing Group Inc Total: 813.00

FLIC8060 - FLICS
323878 07/28/2026
Inv 14187

Line Item Date	Line Item Description	
06/26/2026	2025-2026 FLICS Membership for Film Liaison	300.00

Inv 14187 Total 300.00

Inv 14290

Line Item Date	Line Item Description	
07/14/2026	2026-2027 Membership	300.00

Inv 14290 Total 300.00

323878 Total: 600.00

FLIC8060 - FLICS Total: 600.00

GAL7788 - Gale, Donna M.

323879 07/28/2026

Inv B&T Summer26

Line Item Date	Line Item Description	
07/13/2026	Contract Class Instructor Payment for Summer 2026 Ballet & Tap	810.00

Inv B&T Summer26 Total 810.00

Inv MC Summer26

Line Item Date	Line Item Description	
07/13/2026	Contract Class Instructor Payment for Summer 2026 Master Chef	630.00

Inv MC Summer26 Total 630.00

323879 Total: 1,440.00

GAL7788 - Gale, Donna M. Total: 1,440.00

GALL5011 - Galls, LLC

323880 07/28/2026

Inv 035262397

Line Item Date	Line Item Description	
06/04/2026	PD Safety Clothing/Equipment	23.04

Inv 035262397 Total 23.04

Inv 035262398

Line Item Date	Line Item Description	
06/04/2026	PD Safety Clothing/Equipment	23.04

Inv 035262398 Total 23.04

Inv 035310134

Line Item Date	Line Item Description	
06/09/2026	PD Safety Clothing/Equipment	152.55

Inv 035310134 Total 152.55

Inv 035310147

Line Item Date	Line Item Description	
06/09/2026	PD Safety Clothing/Equipment	208.53

Inv 035310147 Total 208.53

323880 Total: 407.16

GALL5011 - Galls, LLC Total: 407.16

GAR5011 - Garvey Equipment Co

323881 07/28/2026

Inv 175524

Line Item Date	Line Item Description	
06/22/2026	4th of July SPHS Clean up Equipment	6,110.19

Inv 175524 Total 6,110.19

Inv 175525

Line Item Date	Line Item Description	
06/22/2026	Supplies for Park Maintenance	446.11

Inv 175525 Total 446.11

Inv 175595

Line Item Date	Line Item Description	
06/25/2026	Supplies for Park Maintenance	1,363.84

Inv 175595 Total 1,363.84

323881 Total: 7,920.14

GAR5011 - Garvey Equipment Co Total: 7,920.14

GEBR9280 - Gentry Brothers Inc.

0 07/28/2026

Inv PB7REV

Line Item Date	Line Item Description	
04/30/2026	FY25-26 Street Improvement Project Progress Payment7	298,262.09
04/30/2026	FY25-26 Street Improvement Project Progress Payment7	177,114.20

Inv PB7REV Total 475,376.29

Inv PB8

Line Item Date	Line Item Description	
05/31/2026	FY19-20 Street Improvement Project Progress Payment 8	279,641.82
05/31/2026	FY19-20 Street Improvement Project Progress Payment 8	87,765.75

Inv PB8 Total		367,407.57
Inv PB9		
Line Item Date	Line Item Description	
06/30/2026	FY19-20 Street Improvement Project Progress Payment 9	402,719.68
06/30/2026	FY19-20 Street Improvement Project Progress Payment 9	459,397.73
06/30/2026	FY19-20 Street Improvement Project Progress Payment 9	2,280.00
Inv PB9 Total		864,397.41
0 Total:		1,707,181.27
GEBR9280 - Gentry Brothers Inc. Total:		1,707,181.27
GLDFARBL - GOLDFARB & LIPMAN LLP		
0	07/28/2026	
Inv 493341		
Line Item Date	Line Item Description	
04/22/2026	File# 2360-2 FEB & MAR 2026 Legal	22,363.00
Inv 493341 Total		22,363.00
Inv 494923		
Line Item Date	Line Item Description	
05/15/2026	File# 2360 - 2 April 2026 Legal	5,904.50
Inv 494923 Total		5,904.50
0 Total:		28,267.50
GLDFARBL - GOLDFARB & LIPMAN LLP Total:		28,267.50
GLE2563 - City of Glendale		
0	07/28/2026	
Inv 4271		
Line Item Date	Line Item Description	
07/08/2026	In Service Radio Equipment for Dispatch	8,664.00
Inv 4271 Total		8,664.00
Inv 4297		
Line Item Date	Line Item Description	
07/08/2026	Verdugo Dispatch Billing for 7/1/26-12/31/26	99,414.50
Inv 4297 Total		99,414.50
0 Total:		108,078.50

GLE2563 - City of Glendale Total: 108,078.50

GOLAVARR - Olavarria, Gary

323906 07/28/2026

Inv 157

Line Item Date	Line Item Description	
06/23/2026	PD Special Department Expense	992.25

Inv 157 Total 992.25

323906 Total: 992.25

GOLAVARR - Olavarria, Gary Total: 992.25

GOTO2010 - Singleton, Hannah

323923 07/28/2026

Inv 00900

Line Item Date	Line Item Description	
06/30/2026	Film Program Consultant Services through June 2026	12,880.00

Inv 00900 Total 12,880.00

323923 Total: 12,880.00

GOTO2010 - Singleton, Hannah Total: 12,880.00

GPACS290 - Galvin Preservation Associates Inc

0 07/28/2026

Inv 26-00652

Line Item Date	Line Item Description	
07/13/2026	GPA (HRE-1001 Garfield Ave) June 2026 TM	800.00

Inv 26-00652 Total 800.00

Inv 26-00653

Line Item Date	Line Item Description	
07/13/2026	Prepare HRE report at 1320 Oak Hill Place	285.00

Inv 26-00653 Total 285.00

0 Total: 1,085.00

GPACS290 - Galvin Preservation Associates Inc Total: 1,085.00

GRA6601 - Grainger

323882 07/28/2026

Inv 9970408887

Line Item Date	Line Item Description	
06/30/2026	Air Compressor for Equipment Maintenance	188.69

Inv 9970408887 Total 188.69

Inv 9970408895

Line Item Date	Line Item Description	
06/30/2026	Air Compressor for Equipment Maintenance	1,043.18

Inv 9970408895 Total 1,043.18

Inv 9970408903

Line Item Date	Line Item Description	
06/30/2026	Air Compressor for Equipment Maintenance	505.08

Inv 9970408903 Total 505.08

323882 Total: 1,736.95

GRA6601 - Grainger Total: 1,736.95

GRASSLLC - GrassrootsLab, LLC

323883 07/28/2026

Inv 070126-08

Line Item Date	Line Item Description	
06/30/2026	Consulting Services for the month of June 2026	5,500.00

Inv 070126-08 Total 5,500.00

323883 Total: 5,500.00

GRASSLLC - GrassrootsLab, LLC Total: 5,500.00

HAKO8031 - Hakobian, Christine Lucy

323884 07/28/2026

Inv 29627158

Line Item Date	Line Item Description	
07/16/2026	City CC declined, reimbursement personal CC - 4th of July Labor	700.00

Inv 29627158 Total 700.00

323884 Total: 700.00

HAKO8031 - Hakobian, Christine Lucy Total: 700.00

HARNISCH - Harnisch Corporation

Check Number	Check Date	Amount
323885	07/28/2026	
Inv 4126		
Line Item Date	Line Item Description	
04/01/2026	Arborist Services for Tree Preservation & Removal FY2025-2026	300.00
Inv 4126 Total		300.00
Inv 42126		
Line Item Date	Line Item Description	
04/21/2026	Arborist Services for Tree Preservation & Removal FY2025-2026	4,500.00
Inv 42126 Total		4,500.00
Inv 53126		
Line Item Date	Line Item Description	
05/31/2026	Arborist Report Mound/Hope PV Carport Project	800.00
Inv 53126 Total		800.00
323885 Total:		5,600.00
HARNISCH - Harnisch Corporation Total:		5,600.00
HDRE6011 - HDR Engineering, Inc		
323886	07/28/2026	
Inv 1200841768		
Line Item Date	Line Item Description	
07/07/2026	RRFB Design's for Grevelia St at Park Ave, Meridia (Task Order 3	28,695.71
Inv 1200841768 Total		28,695.71
323886 Total:		28,695.71
HDRE6011 - HDR Engineering, Inc Total:		28,695.71
ICM1610 - ICMA		
323888	07/28/2026	
Inv 146962-FY27		
Line Item Date	Line Item Description	
06/30/2026	2026-2027 Membership Lawrence Todd Hileman	1,200.00
Inv 146962-FY27 Total		1,200.00
323888 Total:		1,200.00
ICM1610 - ICMA Total:		1,200.00

Check Number	Check Date	Amount

INDCYASS - Independent Cities Association, Inc.

323889 07/28/2026

Inv 1567

Line Item Date	Line Item Description	
06/26/2026	FY 2026-2027 Annual Membership	1,347.15
Inv 1567 Total		1,347.15
323889 Total:		1,347.15
INDCYASS - Independent Cities Association, Inc. Total:		1,347.15

INGRMLIB - INGRAM LIBRARY SERVICE LLC

323890 07/28/2026

Inv 97237868

Line Item Date	Line Item Description	
06/11/2026	OPEN Purchase Order Books FY2025-2026. Reduced to $51,500 fr	28.89
Inv 97237868 Total		28.89

Inv 97257087

Line Item Date	Line Item Description	
06/12/2026	OPEN Purchase Order Books FY2025-2026. Reduced to $51,500 fr	392.04
Inv 97257087 Total		392.04

Inv 97359751

Line Item Date	Line Item Description	
06/17/2026	OPEN Purchase Order Books FY2025-2026. Reduced to $51,500 fr	272.73
Inv 97359751 Total		272.73

Inv 97481679

Line Item Date	Line Item Description	
06/24/2026	OPEN Purchase Order Books FY2025-2026. Reduced to $51,500 fr	289.59
Inv 97481679 Total		289.59
323890 Total:		983.25
INGRMLIB - INGRAM LIBRARY SERVICE LLC Total:		983.25

JAMZRTE - Zarate, Jaime

323948 07/28/2026

Inv 218

Line Item Date	Line Item Description	
06/24/2026	PD Vehicle Maint. Wheel / Covers	1,800.00
Inv 218 Total		1,800.00

Inv 219

Line Item Date	Line Item Description	
06/24/2026	PD Vehicle Maint. Window / Eyebrown Tint	1,750.00

Inv 219 Total 1,750.00

323948 Total: 3,550.00

JAMZRTE - Zarate, Jaime Total: 3,550.00

JCTCRP - JCtees.com Corporation

323891 07/28/2026

Inv 11107

Line Item Date	Line Item Description	
05/31/2026	City Polos	315.83

Inv 11107 Total 315.83

323891 Total: 315.83

JCTCRP - JCtees.com Corporation Total: 315.83

JHA307 - John L. Hunter & Associates

323893 07/28/2026

Inv SP1FOG12507

Line Item Date	Line Item Description	
09/17/2025	Environmental Compliance Services: FOG Control Program Service	617.50

Inv SP1FOG12507 Total 617.50

Inv SP1FOG12508

Line Item Date	Line Item Description	
10/27/2025	Environmental Compliance Services: FOG Control Program Service	140.00

Inv SP1FOG12508 Total 140.00

Inv SP1FOG12509

Line Item Date	Line Item Description	
12/08/2025	Environmental Compliance Services: FOG Control Program Service	79.47

Inv SP1FOG12509 Total 79.47

Inv SP1MS412507

Line Item Date	Line Item Description	
09/17/2025	Environmental Compliance Services: NPDES, DGR, MS4 & FOG S	1,230.75

Inv SP1MS412507 Total 1,230.75

Inv SP1MS412508

Line Item Date	Line Item Description	
10/27/2025	Environmental Compliance Services: NPDES, DGR, MS4 & FOG S	1,535.70

Inv SP1MS412508 Total 1,535.70

Inv SP1MS412509

Line Item Date	Line Item Description	
12/08/2025	Environmental Compliance Services: NPDES, DGR, MS4 & FOG S	2,548.25

Inv SP1MS412509 Total 2,548.25

Inv SP1MS412510

Line Item Date	Line Item Description	
12/31/2025	Environmental Compliance Services: NPDES, DGR, MS4 & FOG S	1,560.75

Inv SP1MS412510 Total 1,560.75

Inv SP1MS412511

Line Item Date	Line Item Description	
12/31/2025	Environmental Compliance Services: NPDES, DGR, MS4 & FOG S	1,615.75

Inv SP1MS412511 Total 1,615.75

Inv SP1MS412512

Line Item Date	Line Item Description	
03/10/2026	Environmental Compliance Services: NPDES, DGR, MS4 Services	2,307.75

Inv SP1MS412512 Total 2,307.75

Inv SP1MS412601

Line Item Date	Line Item Description	
05/04/2026	Environmental Compliance Services: NPDES, DGR, MS4 Services	1,682.50

Inv SP1MS412601 Total 1,682.50

Inv SP1MS412602

Line Item Date	Line Item Description	
06/01/2026	Environmental Compliance Services: NPDES, DGR, MS4 Service	760.50

Inv SP1MS412602 Total 760.50

Inv SP1MS412603

Line Item Date	Line Item Description	
06/15/2026	Environmental Compliance Services: NPDES, DGR, MS4 Service	1,513.50

Inv SP1MS412603 Total 1,513.50

323893 Total: 15,592.42

JHA307 - John L. Hunter & Associates Total: 15,592.42

JHMS8020 - JHM Supply Inc

0 07/28/2026

Inv 119111/1

Line Item Date	Line Item Description	
06/23/2026	Landscape & Irrigation Supplies for City's Parks, Playgrounds, a	417.39

Inv 119111/1 Total 417.39

Inv 409087/1

Line Item Date	Line Item Description	
07/07/2026	Landscape & Irrigation Supplies for City's Parks, Playgrounds, a	494.63

Inv 409087/1 Total 494.63

Inv 409091/1

Line Item Date	Line Item Description	
06/08/2026	Landscape & Irrigation Supplies for City's Parks, Playgrounds, a	1,407.75

Inv 409091/1 Total 1,407.75

0 Total: 2,319.77

JHMS8020 - JHM Supply Inc Total: 2,319.77

JKTB8110 - Tobias, Jacob

323938 07/28/2026

Inv 12.25.25 JT

Line Item Date	Line Item Description	
12/25/2025	Reimb Paramedic License Renewal 12/25/25 FD	250.00

Inv 12.25.25 JT Total 250.00

323938 Total: 250.00

JKTB8110 - Tobias, Jacob Total: 250.00

JMD6011 - JMDiaz, Inc

323892 07/28/2026

Inv 002 (26-100)

Line Item Date	Line Item Description	
06/22/2026	Glendon Way Traffic Study - Task Order No. JMD6011-002	16,734.00

Inv 002 (26-100) Total 16,734.00

323892 Total: 16,734.00

JMD6011 - JMDiaz, Inc Total: 16,734.00

KBBE9203 - Kabbara Engineering

323894 07/28/2026

Inv 1899

Line Item Date	Line Item Description	
06/30/2026	Task Order 4: Mound Ave Parking Lot Maintenance Project	7,195.00

Inv 1899 Total 7,195.00

Inv 1901

Line Item Date	Line Item Description	
07/03/2026	Orange Zone Reconstruction Project. Design Srv (Task Order 3)	13,155.37
07/03/2026	Orange Zone Reconstruction Project. Design Srv (Task Order 3)	13,155.37
07/03/2026	Orange Zone Reconstruction Project. Design Srv (Task Order 3)	30,695.86
07/03/2026	Orange Zone Reconstruction Project. Design Srv (Task Order 3)	3,246.40

Inv 1901 Total 60,253.00

323894 Total: 67,448.00

KBBE9203 - Kabbara Engineering Total: 67,448.00

KEY2011 - Keyser Marston Associates Inc

323896 07/28/2026

Inv 0040949

Line Item Date	Line Item Description	
07/24/2026	Real Estate & Economic Advisory Srv re: Arroyo Seco Golf June	2,215.50

Inv 0040949 Total 2,215.50

323896 Total: 2,215.50

KEY2011 - Keyser Marston Associates Inc Total: 2,215.50

KOSMONTC - Kosmont & Associates, Inc,

323897 07/28/2026

Inv 2509.4-004

Line Item Date	Line Item Description	
01/31/2026	Services for as needed real estate, economic development, Jan 26	4,912.70

Inv 2509.4-004 Total 4,912.70

Inv 2509.4-005

Line Item Date	Line Item Description	
05/31/2026	Services for as needed real estate, economic development,May 26	210.60

Inv 2509.4-005 Total 210.60

323897 Total: 5,123.30

KOSMONTC - Kosmont & Associates, Inc, Total: 5,123.30

KTFL2031 - Faulmino, Katrina
0 07/28/2026
Inv July2026

Line Item Date	Line Item Description	
07/02/2026	YMCA REIMBURSEMENT FOR July 2026	55.00

Inv July2026 Total 55.00

0 Total: 55.00

KTFL2031 - Faulmino, Katrina Total: 55.00

KUS4011 - Kustom Signals Inc.
0 07/28/2026
Inv 400552

Line Item Date	Line Item Description	
06/25/2026	Speed Radar Trailers (2) 7/8/2026 FY26	19,181.38

Inv 400552 Total 19,181.38

0 Total: 19,181.38

KUS4011 - Kustom Signals Inc. Total: 19,181.38

LBBM4010 - RCA Investments Inc
323917 07/28/2026
Inv 56902

Line Item Date	Line Item Description	
06/09/2026	PD Vehicle Maintenance	953.10

Inv 56902 Total 953.10

Inv 56954

Line Item Date	Line Item Description	
06/12/2026	PD Vehicle Maintenance	917.25

Inv 56954 Total 917.25

323917 Total: 1,870.35

LBBM4010 - RCA Investments Inc Total: 1,870.35

LCCS8060 - League of California Cities

323899 07/28/2026

Inv 4508

Line Item Date	Line Item Description	
05/28/2026	LA County Division Dues FY2026-2027	1,281.00
Inv 4508 Total		1,281.00
323899 Total:		1,281.00
LCCS8060 - League of California Cities Total:		1,281.00

LEBE8032 - Betts, Lemar

323857 07/28/2026

Inv SkateCamp WK3

Line Item Date	Line Item Description	
07/06/2026	Contract Class Instructor for The Skateside Camp Wk 3	2,131.50
Inv SkateCamp WK3 Total		2,131.50
323857 Total:		2,131.50
LEBE8032 - Betts, Lemar Total:		2,131.50

LIBIDEAS - LIBRARY IDEAS, LLC

323900 07/28/2026

Inv 122757

Line Item Date	Line Item Description	
01/13/2026	Audio books for library collection	145.08
Inv 122757 Total		145.08
323900 Total:		145.08
LIBIDEAS - LIBRARY IDEAS, LLC Total:		145.08

LWEI2010 - Lan Wan Enterprise Inc

0 07/28/2026

Inv 77411

Line Item Date	Line Item Description	
06/09/2026	Cabling/Network Drops for RFID Security Gate	2,022.18
Inv 77411 Total		2,022.18

Inv 77448

Line Item Date	Line Item Description

Check Number	Check Date		Amount
	06/30/2026	Jan - Jun 2026 IT Management and Support Services. Year 1 of 3	19,000.00
	Inv 77448 Total		19,000.00
	Inv 77476		
	Line Item Date	Line Item Description	
	07/01/2026	Monthly IT Subscription Licenses - July 2026	4,540.00
	Inv 77476 Total		4,540.00
0 Total:			25,562.18
LWEI2010 - Lan Wan Enterprise Inc Total:			25,562.18
M34011 - M3 Office Inc.			
323901	07/28/2026		
	Inv 52932-0		
	Line Item Date	Line Item Description	
	06/30/2026	Installation of workstation & shared storage for admin office	8,547.38
	Inv 52932-0 Total		8,547.38
323901 Total:			8,547.38
M34011 - M3 Office Inc. Total:			8,547.38
MAN5011 - Manhattan Stitching Co			
323902	07/28/2026		
	Inv 113984		
	Line Item Date	Line Item Description	
	03/03/2026	Uniform Polos & Jacket for DAR staff drivers	1,319.60
	Inv 113984 Total		1,319.60
	Inv 116259		
	Line Item Date	Line Item Description	
	06/20/2026	PMLB SC Staff Tshirts	588.41
	06/20/2026	PMLB Staff Tshirts	588.42
	Inv 116259 Total		1,176.83
323902 Total:			2,496.43
MAN5011 - Manhattan Stitching Co Total:			2,496.43
MCPSTI - Pusateri, Michele			
0	07/28/2026		

Inv AdultPickleJune2026

Line Item Date	Line Item Description	
07/16/2026	Contract Class Instructor	2,639.00

Inv AdultPickleJune2026 Total 2,639.00

Inv SeniorPickleJune2026

Line Item Date	Line Item Description	
07/16/2026	Contract Class Instructor	1,092.00

Inv SeniorPickleJune2026 Total 1,092.00

0 Total: 3,731.00

MCPSTI - Pusateri, Michele Total: 3,731.00

MDWSTPE - Midwest Tape LLC

323904 07/28/2026

Inv 508988857

Line Item Date	Line Item Description	
06/10/2026	DVDs Purchase for Collection. Added $400 HL 6/15/26	91.38

Inv 508988857 Total 91.38

Inv 509021760

Line Item Date	Line Item Description	
06/18/2026	DVDs Purchase for Collection. Added $400 HL 6/15/26	16.57

Inv 509021760 Total 16.57

323904 Total: 107.95

MDWSTPE - Midwest Tape LLC Total: 107.95

MERPDRTS - Meridian Rapid Defense Group Rentals LLC

0 07/28/2026

Inv INV-R-6527

Line Item Date	Line Item Description	
07/04/2026	Archer Barriers & Rapid Gates Rental 4th of July 2026 Balance	11,215.75

Inv INV-R-6527 Total 11,215.75

0 Total: 11,215.75

MERPDRTS - Meridian Rapid Defense Group Rentals LLC Total: 11,215.75

MIGINC - Moore Iacofano Goltsman, Inc.

Check Number	Check Date	Amount
0	07/28/2026	
Inv 0096755		
Line Item Date	Line Item Description	
06/01/2026	Consultant will provide GIS Analytical & Map-Making services	6,506.25
06/01/2026	Consultant will provide GIS Analytical & Map-Making services	1,800.00
06/01/2026	Consultant will provide GIS Analytical & Map-Making services	2,288.75
Inv 0096755 Total		10,595.00
0 Total:		10,595.00
MIGINC - Moore Iacofano Goltsman, Inc. Total:		10,595.00
MISSIONF - Wick & Dennis Inc		
323947	07/28/2026	
Inv 126-17W		
Line Item Date	Line Item Description	
02/02/2026	repair 2 holes in fence, add chain link under fence, replace wir	1,870.00
Inv 126-17W Total		1,870.00
Inv 226-11W		
Line Item Date	Line Item Description	
02/27/2026	install 60' of new chain link fence @ Monterey Hills Park	3,780.00
Inv 226-11W Total		3,780.00
Inv 226-12W		
Line Item Date	Line Item Description	
02/27/2026	Meridian parking garage gate and fence panel install	5,720.00
Inv 226-12W Total		5,720.00
323947 Total:		11,370.00
MISSIONF - Wick & Dennis Inc Total:		11,370.00
NORELLAN - Orellana, Nairobi		
323907	07/28/2026	
Inv July2026		
Line Item Date	Line Item Description	
07/02/2026	YMCA Reimbursement for July 2026	55.00
Inv July2026 Total		55.00
323907 Total:		55.00

NORELLAN - Orellana, Nairobi Total: 55.00

NOSSALLP - Nossaman LLP

0 07/28/2026

Inv 595585

Line Item Date	Line Item Description	
06/30/2026	Professional Srv RE 2026 GO Bond Measure Client 505436	6,678.00

Inv 595585 Total 6,678.00

0 Total: 6,678.00

NOSSALLP - Nossaman LLP Total: 6,678.00

NV5R9266 - NV5, Inc.

0 07/28/2026

Inv 521301

Line Item Date	Line Item Description	
06/03/2026	Task Order 8: On-Call Permit Inspector FY2025-26	2,782.50

Inv 521301 Total 2,782.50

Inv 525478

Line Item Date	Line Item Description	
06/23/2026	Staff Augmentation for several CIP Projects.	2,960.00
06/23/2026	Staff Augmentation for several CIP Projects.	2,006.30
06/23/2026	Staff Augmentation for several CIP Projects.	2,960.00

Inv 525478 Total 7,926.30

Inv 530155

Line Item Date	Line Item Description	
06/30/2026	Task Order 4 North-South Corridor (Fair Oaks) ITS Depolyment Prc	3,630.63
06/30/2026	Task Order 4 North-South Corridor (Fair Oaks) ITS Depolyment Prc	3,630.62
06/30/2026	Task Order 4 Fremont Avenue & Huntington Dr Corridor Measure R	3,330.00

Inv 530155 Total 10,591.25

Inv 530822

Line Item Date	Line Item Description	
07/19/2026	Plan Check Srv for N-S Fair Oaks ITS Project JUN2026	15,956.25

Inv 530822 Total 15,956.25

0 Total: 37,256.30

NV5R9266 - NV5, Inc. Total: 37,256.30

Check Number	Check Date	Amount

OFPEOPLE - Office of People

0 07/28/2026

Inv 2602-004

Line Item Date	Line Item Description	
06/30/2026	(ADU) Plan Program-June 2026	9,350.00
Inv 2602-004 Total		9,350.00

0 Total: 9,350.00

OFPEOPLE - Office of People Total: 9,350.00

OLNP8010 - LCM-NEWS, Inc.

323898 07/28/2026

Inv 86151

Line Item Date	Line Item Description	
06/30/2026	Newspaper Publications - June 2026	560.00
06/30/2026	Newspaper Publications - June 2026	980.00
06/30/2026	Newspaper Publications - June 2026	1,356.00
Inv 86151 Total		2,896.00

323898 Total: 2,896.00

OLNP8010 - LCM-NEWS, Inc. Total: 2,896.00

OVDR8011 - OverDrive Inc.

0 07/28/2026

Inv 01148CO26211380

Line Item Date	Line Item Description	
06/24/2026	eBooks, eAudiobooks Purchase FY2026	9,998.72
Inv 01148CO26211380 Total		9,998.72

0 Total: 9,998.72

OVDR8011 - OverDrive Inc. Total: 9,998.72

PAPR2010 - Pacific Services Holdco, LLC

0 07/28/2026

Inv INV34239

Line Item Date	Line Item Description	
07/15/2026	4th of July Parade Traffic Set Up FY26	7,560.00
Inv INV34239 Total		7,560.00

0 Total: 7,560.00

PAPR2010 - Pacific Services Holdco, LLC Total: 7,560.00

PAS4012 - City of Pasadena

323865 07/28/2026

Inv 30029144

Line Item Date	Line Item Description	
05/26/2026	Inmate housing for the month of April, 2026.	1,002.00

Inv 30029144 Total 1,002.00

323865 Total: 1,002.00

PAS4012 - City of Pasadena Total: 1,002.00

PAY7788 - Payke Gymnastics Academy, Inc.

323911 07/28/2026

Inv PAYKE- 7.14-7.18.26

Line Item Date	Line Item Description	
07/14/2026	Contract Class Instructor Payment for:	220.00

Inv PAYKE- 7.14-7.18.26 Total 220.00

323911 Total: 220.00

PAY7788 - Payke Gymnastics Academy, Inc. Total: 220.00

PHOE4610 - Phoenix Group Information Systems

323912 07/28/2026

Inv 052026184

Line Item Date	Line Item Description	
06/17/2026	Citations Management May 2026	4,374.51

Inv 052026184 Total 4,374.51

323912 Total: 4,374.51

PHOE4610 - Phoenix Group Information Systems Total: 4,374.51

PHS4011 - Pasadena Humane Society

323909 07/28/2026

Inv JUN2026SoPas

Line Item Date	Line Item Description	
06/01/2026	Animal Care & Control Services JUN 2026	15,797.45

Inv JUN2026SoPas Total 15,797.45

323909 Total: 15,797.45

PHS4011 - Pasadena Humane Society Total: 15,797.45

PLBD7011 - PlanetBids, LLC

323913 07/28/2026

Inv 1024510

Line Item Date	Line Item Description	
04/14/2026	PB System 2026-2027 subscription renewal	9,965.40

Inv 1024510 Total 9,965.40

323913 Total: 9,965.40

PLBD7011 - PlanetBids, LLC Total: 9,965.40

PLPROLLC - Playaway Products LLC

323914 07/28/2026

Inv 538403

Line Item Date	Line Item Description	
06/18/2026	Audio Books for Library Collection	2,060.52

Inv 538403 Total 2,060.52

323914 Total: 2,060.52

PLPROLLC - Playaway Products LLC Total: 2,060.52

POR4707 - United Site Services, Inc.

323942 07/28/2026

Inv 114-14258699

Line Item Date	Line Item Description	
07/14/2026	portable restrooms, hand washing, sinks 4th July 2026 at SPFD	1,012.70

Inv 114-14258699 Total 1,012.70

Inv 114-14258700

Line Item Date	Line Item Description	
07/13/2026	portable restrooms, hand washing, sinks 4th July 2026 at GP	1,079.00

Inv 114-14258700 Total 1,079.00

Inv 114-14258701

Line Item Date	Line Item Description	
07/13/2026	portable restrooms, hand washing, sinks 4th July 2026 at SPHS	429.12

Inv 114-14258701 Total 429.12

323942 Total: 2,520.82

POR4707 - United Site Services, Inc. Total: 2,520.82

PPSS8520 - Pacific Parking Systems Inc.
323908 07/28/2026
Inv 17666

Line Item Date	Line Item Description	
06/29/2026	PD Equipment Maintenance	340.67

Inv 17666 Total 340.67

323908 Total: 340.67

PPSS8520 - Pacific Parking Systems Inc. Total: 340.67

PRO7777 - ProForce Law Enforcement
323915 07/28/2026
Inv 603613

Line Item Date	Line Item Description	
06/10/2026	PD Equipment	260.64

Inv 603613 Total 260.64

323915 Total: 260.64

PRO7777 - ProForce Law Enforcement Total: 260.64

PUBSAFSS - Public Safety Supply and Services LLC
323916 07/28/2026
Inv 06272026-1

Line Item Date	Line Item Description	
06/27/2026	Radio Programming for mobile radio	1,725.00

Inv 06272026-1 Total 1,725.00

Inv 06272026-2

Line Item Date	Line Item Description	
06/27/2026	Control head repair for radio	900.00

Inv 06272026-2 Total 900.00

323916 Total: 2,625.00

PUBSAFSS - Public Safety Supply and Services LLC Total: 2,625.00

PUWA8020 - Pure Water

0 07/28/2026

Inv 220376

Line Item Date	Line Item Description	
07/01/2026	Fire - Drinking Water July 26	66.24
Inv 220376 Total		66.24

0 Total: 66.24

PUWA8020 - Pure Water Total: 66.24

PWP4465 - Pasadena Water & Power

323910 07/28/2026

Inv 5.13.26-6.11.26

Line Item Date	Line Item Description	
06/12/2026	AN 1973816780 Water Purchased Jun 2026	3,211.40
Inv 5.13.26-6.11.26 Total		3,211.40

323910 Total: 3,211.40

PWP4465 - Pasadena Water & Power Total: 3,211.40

RBTMCIN - McClain, Robert W

323903 07/28/2026

Inv 260704-00

Line Item Date	Line Item Description	
07/13/2026	Sound System & Sound Engineer 2026 4th of July event	1,300.00
Inv 260704-00 Total		1,300.00

323903 Total: 1,300.00

RBTMCIN - McClain, Robert W Total: 1,300.00

RIAL6501 - Arriola, Richard

323854 07/28/2026

Inv S0063830401

Line Item Date	Line Item Description	
06/23/2026	Safety boots reimbursement for Richard Arriola	339.00
Inv S0063830401 Total		339.00

323854 Total: 339.00

RIAL6501 - Arriola, Richard Total: 339.00

RINGCNTL - RingCentral, Inc.

0 07/28/2026

Inv CD_001487386

Line Item Date	Line Item Description	
07/03/2026	RingCentral Subscription for FY 26-27 Year 3/5	47,749.82

Inv CD_001487386 Total 47,749.82

0 Total: 47,749.82

RINGCNTL - RingCentral, Inc. Total: 47,749.82

RKAC6010 - RKA Consulting Group

323918 07/28/2026

Inv 36317

Line Item Date	Line Item Description	
08/19/2025	4th Amendment FY19-20 Street Improvement Project Design Servic	862.50
08/19/2025	4th Amendment FY19-20 Street Improvement Project Design Servic	862.50

Inv 36317 Total 1,725.00

Inv 36493

Line Item Date	Line Item Description	
10/22/2025	4th Amendment FY19-20 Street Improvement Project Design Servic	2,512.50
10/22/2025	4th Amendment FY19-20 Street Improvement Project Design Servic	2,512.50

Inv 36493 Total 5,025.00

Inv 36572

Line Item Date	Line Item Description	
11/25/2025	4th Amendment FY19-20 Street Improvement Project Design Servic	3,250.00
11/25/2025	4th Amendment FY19-20 Street Improvement Project Design Servic	3,250.00

Inv 36572 Total 6,500.00

Inv 36626

Line Item Date	Line Item Description	
12/17/2025	4th Amendment FY19-20 Street Improvement Project Design Servic	1,500.00
12/17/2025	4th Amendment FY19-20 Street Improvement Project Design Servic	1,500.00

Inv 36626 Total 3,000.00

Inv 36721

Line Item Date	Line Item Description	
02/03/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	112.50
02/03/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	112.50

Inv 36721 Total 225.00

Inv 36793

Line Item Date	Line Item Description	
02/18/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	968.75
02/18/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	968.75

Inv 36793 Total 1,937.50

Inv 36924

Line Item Date	Line Item Description	
04/28/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	1,125.00
04/28/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	1,125.00

Inv 36924 Total 2,250.00

Inv 37046

Line Item Date	Line Item Description	
05/28/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	1,312.50
05/28/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	1,312.50

Inv 37046 Total 2,625.00

Inv 37111

Line Item Date	Line Item Description	
06/30/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	487.50
06/30/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	487.50

Inv 37111 Total 975.00

Inv 37236

Line Item Date	Line Item Description	
07/16/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	412.50
07/16/2026	4th Amendment FY19-20 Street Improvement Project Design Servic	412.50

Inv 37236 Total 825.00

323918 Total: 25,087.50

RKAC6010 - RKA Consulting Group Total: 25,087.50

RMSF8025 - Trapeze Software Group, Inc.

0 07/28/2026

Inv RMSMA00004400

Line Item Date	Line Item Description	
06/30/2026	Licensing, hosting, and technical support for DAR	14,380.98

Inv RMSMA00004400 Total 14,380.98

0 Total: 14,380.98

RMSF8025 - Trapeze Software Group, Inc. Total: 14,380.98

RTTKLLP - Rutan & Tucker, LLP

323920 07/28/2026

Inv 1067681

Line Item Date	Line Item Description	
06/15/2026	Legal-Holy Family	960.00

Inv 1067681 Total 960.00

323920 Total: 960.00

RTTKLLP - Rutan & Tucker, LLP Total: 960.00

RWGN8160 - Richards, Watson & Gershon

0 07/28/2026

Inv 259115

Line Item Date	Line Item Description	
06/25/2026	May 2026 - Legal	33,697.23

Inv 259115 Total 33,697.23

Inv 259116

Line Item Date	Line Item Description	
06/25/2026	May 2026 - Legal	518.40

Inv 259116 Total 518.40

Inv 259117

Line Item Date	Line Item Description	
06/25/2026	May 2026 - Legal	1,531.20

Inv 259117 Total 1,531.20

Inv 259118

Line Item Date	Line Item Description	
06/25/2026	May 2026 - Legal	3,150.00

Inv 259118 Total 3,150.00

Inv 259119

Line Item Date	Line Item Description	
06/25/2026	May 2026 - Legal	31.90

Inv 259119 Total 31.90

Inv 259359

Line Item Date	Line Item Description	
06/25/2026	May 2026 - Legal	374.00

Inv 259359 Total	374.00
0 Total:	39,302.73
RWGN8160 - Richards, Watson & Gershon Total:	39,302.73

SAN4961 - San Gabriel Valley Council of Governments

323921 07/28/2026

Inv 2728

Line Item Date	Line Item Description	
06/24/2026	FY 2026-2027 Membership	13,749.68
06/24/2026	FY 2026-2027 Membership	3,500.00
Inv 2728 Total		17,249.68
323921 Total:		17,249.68
SAN4961 - San Gabriel Valley Council of Governments Total:		17,249.68

SAXE2013 - Saxe-Clifford PH.D, Susan

323922 07/28/2026

Inv 26-0709-4

Line Item Date	Line Item Description	
07/09/2026	Psychological Evaluation AMC - July 2026	450.00
Inv 26-0709-4 Total		450.00
323922 Total:		450.00
SAXE2013 - Saxe-Clifford PH.D, Susan Total:		450.00

SCA4329 - Southern California Association of Governments

323924 07/28/2026

Inv SCAG FY27 0167

Line Item Date	Line Item Description	
07/01/2026	Membership FY 2026-2027	4,146.00
Inv SCAG FY27 0167 Total		4,146.00
323924 Total:		4,146.00
SCA4329 - Southern California Association of Governments Total:		4,146.00

SCO3311 - State Controller

323926 07/28/2026

Inv FTB-00009225

Line Item Date	Line Item Description	
06/20/2026	RECV ID: FTB-00009225, OFFSETS 7/1/25-6/30/26, CUSTID CIT	99.82

Inv FTB-00009225 Total 99.82

323926 Total: 99.82

SCO3311 - State Controller Total: 99.82

SCRBHLDG - Permitium LLC

0 07/28/2026

Inv PER00042681

Line Item Date	Line Item Description	
04/30/2026	Permit Director Subscription	225.00

Inv PER00042681 Total 225.00

0 Total: 225.00

SCRBHLDG - Permitium LLC Total: 225.00

SCRR4010 - Superior Court of California, County of LA

323930 07/28/2026

Inv May 2026

Line Item Date	Line Item Description	
06/08/2026	Citations processed for the month of May, 2026.	8,364.00

Inv May 2026 Total 8,364.00

323930 Total: 8,364.00

SCRR4010 - Superior Court of California, County of LA Total: 8,364.00

SGMC2013 - Apramian, Glen John

323852 07/28/2026

Inv 152836

Line Item Date	Line Item Description	
06/30/2026		225.00

Inv 152836 Total 225.00

Inv 158159

Line Item Date	Line Item Description	
06/08/2026	6/8/2026 Pre-Employment Exam	175.00

Inv 158159 Total 175.00

Inv 158184

Line Item Date	Line Item Description	
06/09/2026	6/9/2026 Pre-Employment Exam	300.00

Inv 158184 Total 300.00

Inv 158206

Line Item Date	Line Item Description	
06/10/2026	6/10/2026 Pre-Employment Exam	225.00

Inv 158206 Total 225.00

Inv 158376

Line Item Date	Line Item Description	
06/25/2026	6/25/2026 Pre-Employment Exam	295.00

Inv 158376 Total 295.00

323852 Total: 1,220.00

SGMC2013 - Apramian, Glen John Total: 1,220.00

SGVMC111 - AHMC San Gabriel Valley Medical Center LP

323846 07/28/2026

Inv 916113

Line Item Date	Line Item Description	
06/18/2026	PD Blood alcohol withdrawals	48.00

Inv 916113 Total 48.00

Inv 952401

Line Item Date	Line Item Description	
06/08/2026	PD Blood alcohol withdrawals	48.00

Inv 952401 Total 48.00

Inv 952473

Line Item Date	Line Item Description	
06/10/2026	PD Blood alcohol withdrawals	48.00

Inv 952473 Total 48.00

Inv 952574

Line Item Date	Line Item Description	
06/16/2026	PD Blood alcohol withdrawals	48.00

Inv 952574 Total 48.00

Inv 952724

Line Item Date	Line Item Description	
06/11/2026	PD Blood alcohol withdrawals	48.00

Inv 952724 Total 48.00

323846 Total: 240.00

SGVMC111 - AHMC San Gabriel Valley Medical Center LP Total: 240.00

SHEROSSI - Rossi, Sheila

323919 07/28/2026

Inv 4/21-4/24/2026

Line Item Date	Line Item Description	
05/07/2026	Reimbursement for expenses - City Leaders Summit 4-2026	2,454.38

Inv 4/21-4/24/2026 Total 2,454.38

323919 Total: 2,454.38

SHEROSSI - Rossi, Sheila Total: 2,454.38

SKYHAWKS - Lenear Sports, LLC

0 07/28/2026

Inv SKYBballTot June 2026

Line Item Date	Line Item Description	
07/14/2026	Contract Class Instructor payment for SkyBball Tots June 26	455.00

Inv SKYBballTot June 2026 Total 455.00

Inv SKYTennis Camp Wk 1

Line Item Date	Line Item Description	
07/10/2026	Contract Class Instructor payment for Sky Tennis Camp Wk 1	2,609.75

Inv SKYTennis Camp Wk 1 Total 2,609.75

Inv SKYTennis June 2026

Line Item Date	Line Item Description	
07/07/2026	Contract Class Instructor payment for Sky Tennis June 26	455.00

Inv SKYTennis June 2026 Total 455.00

0 Total: 3,519.75

SKYHAWKS - Lenear Sports, LLC Total: 3,519.75

SPEC5011 - Spectrum Gas Products

Check Number	Check Date	Amount
323925	07/28/2026	
Inv 0000895458		
Line Item Date	Line Item Description	
06/30/2026	Oxygen Supplies Medical Grade FY25-26	54.00
Inv 0000895458 Total		54.00
323925 Total:		54.00
SPEC5011 - Spectrum Gas Products Total:		54.00
SRYC5011 - Stericycle Inc.		
323927	07/28/2026	
Inv 8014589974		
Line Item Date	Line Item Description	
06/18/2026	Hazardous Medical Waste for 07/01/26-9/30/26	205.33
Inv 8014589974 Total		205.33
323927 Total:		205.33
SRYC5011 - Stericycle Inc. Total:		205.33
SSSS8267 - Round Star West, LLC		
0	07/28/2026	
Inv S.S.S P&Me Summer 26		
Line Item Date	Line Item Description	
07/14/2026	Contract Class Instructor Payment for SSS Summer 26 Session 1	171.60
Inv S.S.S P&Me Summer 26 Total		171.60
Inv S.S.S Session 1		
Line Item Date	Line Item Description	
07/14/2026	Contract Class Instructor Payment for SSS Summer 26 Session 1	600.60
Inv S.S.S Session 1 Total		600.60
0 Total:		772.20
SSSS8267 - Round Star West, LLC Total:		772.20
STA5219 - Staples Business Advantage		
0	07/28/2026	
Inv 6064766256		
Line Item Date	Line Item Description	
05/28/2026	PD Office Supplies	218.65
Inv 6064766256 Total		218.65

Inv 6064836973

Line Item Date	Line Item Description	
05/29/2026	PD Office Supplies	59.99

Inv 6064836973 Total 59.99

Inv 6065617831

Line Item Date	Line Item Description	
06/04/2026	PD Office Supplies	97.69

Inv 6065617831 Total 97.69

Inv 6066214263

Line Item Date	Line Item Description	
06/13/2026	PD Office Supplies	163.62

Inv 6066214263 Total 163.62

Inv 6066462969

Line Item Date	Line Item Description	
06/17/2026	Water division white board	106.07

Inv 6066462969 Total 106.07

Inv 6066462971

Line Item Date	Line Item Description	
06/17/2026	Garfield breakroom and office supplies-coffee, filter, admin sup	417.99

Inv 6066462971 Total 417.99

Inv 6067205269

Line Item Date	Line Item Description	
06/26/2026	batteries, wire hooks, book tape	295.30

Inv 6067205269 Total 295.30

Inv 6067282863

Line Item Date	Line Item Description	
06/27/2026	book tape	148.88

Inv 6067282863 Total 148.88

Inv 6067435111

Line Item Date	Line Item Description	
06/30/2026	dishwand	12.23

Inv 6067435111 Total 12.23

Inv 6067846639

Line Item Date	Line Item Description

07/01/2026	laminating pouches, file pockets, ink refills, file sorter	79.68
Inv 6067846639 Total		79.68

Inv 6067983451

Line Item Date	Line Item Description	
07/02/2026	Mr. Clean Magic Erasers, pens	25.50
Inv 6067983451 Total		25.50

Inv 6067983453

Line Item Date	Line Item Description	
07/02/2026	Recreation Division Office Supplies	356.45
Inv 6067983453 Total		356.45

Inv 6067983455

Line Item Date	Line Item Description	
07/02/2026	golf pencils	79.47
Inv 6067983455 Total		79.47

Inv 6067983457

Line Item Date	Line Item Description	
07/02/2026	Recreation Division Office Supplies	8.95
Inv 6067983457 Total		8.95

Inv 6067983459

Line Item Date	Line Item Description	
07/02/2026	Recreation Division Office Supplies	33.63
Inv 6067983459 Total		33.63

Inv 6068055980

Line Item Date	Line Item Description	
07/03/2026	Recreation Division Office Supplies	242.86
Inv 6068055980 Total		242.86

Inv 6068666635

Line Item Date	Line Item Description	
07/14/2026	DAR office supplies	266.63
Inv 6068666635 Total		266.63

Inv 6068666637

Line Item Date	Line Item Description	
07/14/2026	Camp Med Ink	109.00
Inv 6068666637 Total		109.00

Inv 6068666639

Line Item Date	Line Item Description	
07/14/2026	DAR office supplies	17.34

Inv 6068666639 Total 17.34

Inv 6068738346

Line Item Date	Line Item Description	
07/15/2026	CSD office supplies	26.73

Inv 6068738346 Total 26.73

Inv 6068738349

Line Item Date	Line Item Description	
07/15/2026	CSD office supplies	24.71

Inv 6068738349 Total 24.71

0 Total: 2,791.37

STA5219 - Staples Business Advantage Total: 2,791.37

STE4845 - Stetson Engineers Inc

323929 07/28/2026

Inv 1543-15-2024

Line Item Date	Line Item Description	
06/30/2025	Consummer Confidence Report for 2024	3,394.50

Inv 1543-15-2024 Total 3,394.50

Inv 1543-15-2026

Line Item Date	Line Item Description	
06/30/2026	Consumer Confidence Report for 2025	4,856.25

Inv 1543-15-2026 Total 4,856.25

Inv 2948-17-001

Line Item Date	Line Item Description	
12/02/2025	Preparation of 2025 UWMP Plan	1,244.75

Inv 2948-17-001 Total 1,244.75

Inv 2948-17-002

Line Item Date	Line Item Description	
12/31/2025	Preparation of 2025 UWMP Plan	1,105.50

Inv 2948-17-002 Total 1,105.50

Inv 2948-17-003

Line Item Date Line Item Description

01/30/2026	Preparation of 2025 UWMP Plan	2,180.00
Inv 2948-17-003 Total		2,180.00

Inv 2948-17-004

Line Item Date	Line Item Description	
03/12/2026	Preparation of 2025 UWMP Plan	6,169.00
Inv 2948-17-004 Total		6,169.00

Inv 2948-17-005

Line Item Date	Line Item Description	
04/03/2026	Preparation of 2025 UWMP Plan	669.50
Inv 2948-17-005 Total		669.50

Inv 2948-17-006

Line Item Date	Line Item Description	
05/08/2026	Preparation of 2025 UWMP Plan	2,277.25
Inv 2948-17-006 Total		2,277.25

Inv 2948-17-007

Line Item Date	Line Item Description	
06/18/2026	Preparation of 2025 UWMP Plan	3,189.75
Inv 2948-17-007 Total		3,189.75

Inv 2948-17-008

Line Item Date	Line Item Description	
07/01/2026	Preparation of 2025 UWMP Plan	1,135.75
Inv 2948-17-008 Total		1,135.75

323929 Total: 26,222.25

STE4845 - Stetson Engineers Inc Total: 26,222.25

STKLINFO - Sterling Infosystems Inc.

323928 07/28/2026

Inv 10722888

Line Item Date	Line Item Description	
06/30/2026	Pre-Employment Background Check Services - June 2026	449.99
Inv 10722888 Total		449.99

323928 Total: 449.99

STKLINFO - Sterling Infosystems Inc. Total: 449.99

STSM1020 - Studio Spectrum, Inc.

0 07/28/2026

Inv 193571

Line Item Date	Line Item Description	
06/30/2026	Video Production, Web Streaming, & Archiving June 2026	7,030.00

Inv 193571 Total 7,030.00

0 Total: 7,030.00

STSM1020 - Studio Spectrum, Inc. Total: 7,030.00

SWOR8032 - Swords Fencing Studio

323931 07/28/2026

Inv SWFENCING-June 2026

Line Item Date	Line Item Description	
07/14/2026	Contract Class Instructor payment Fencing June 2026	540.00

Inv SWFENCING-June 2026 Total 540.00

323931 Total: 540.00

SWOR8032 - Swords Fencing Studio Total: 540.00

TCGS3012 - The Corporate Gift Service, Inc.

323933 07/28/2026

Inv 36232

Line Item Date	Line Item Description	
06/30/2026	South Pasadena Imprinted Lanyards July 2026	356.37

Inv 36232 Total 356.37

Inv 36234

Line Item Date	Line Item Description	
06/30/2026	South Pasadena Imprinted Sticky Notes July 2026	233.88

Inv 36234 Total 233.88

Inv 36250

Line Item Date	Line Item Description	
06/30/2026	Dept Promotional Pens	211.06

Inv 36250 Total 211.06

323933 Total: 801.31

TCGS3012 - The Corporate Gift Service, Inc. Total: 801.31

THERMSCI - Thermo Scientific Portable Analytical Instruments

323937 07/28/2026

Inv 00512979

Line Item Date	Line Item Description	
06/24/2026	TruNarc Delta Handheld Analyzer; includes Sales Tax	47,048.84

Inv 00512979 Total 47,048.84

323937 Total: 47,048.84

THERMSCI - Thermo Scientific Portable Analytical Instruments Total: 47,048.84

TORTGALL - Neal I. Payton Architectural Corporation

0 07/28/2026

Inv 0076847

Line Item Date	Line Item Description	
06/30/2026	ODS-June 2026	13,100.00

Inv 0076847 Total 13,100.00

0 Total: 13,100.00

TORTGALL - Neal I. Payton Architectural Corporation Total: 13,100.00

TRA5998 - Transtech Engineers, Inc.

0 07/28/2026

Inv 20262855

Line Item Date	Line Item Description	
03/31/2026	260300 SP PW 801 FOREST AVE PLAN REVIEW	841.50

Inv 20262855 Total 841.50

Inv 20262856

Line Item Date	Line Item Description	
03/31/2026	260305 SP PW 1320 OAK HILL PL PLR26-0003 COA	441.50

Inv 20262856 Total 441.50

Inv 20262857

Line Item Date	Line Item Description	
03/31/2026	260306 SP PW 708 MERIDIAN AVE COA25-0013 COA	521.50

Inv 20262857 Total 521.50

Inv 20262858

Line Item Date	Line Item Description

03/31/2026	260307 SP PW 636 CAMINO CERRADO CHR26-0004 COA	335.00
03/31/2026	260307 SP PW 636 CAMINO CERRADO CHR26-0004 COA	346.50
Inv 20262858 Total		681.50

Inv 20264715

Line Item Date	Line Item Description	
06/30/2026	Staff Services-June 2026	43,024.50
Inv 20264715 Total		43,024.50

Inv 20264716

Line Item Date	Line Item Description	
06/30/2026	Plan Check-June 2026	34,683.41
Inv 20264716 Total		34,683.41

Inv 20264717

Line Item Date	Line Item Description	
06/30/2026	Fire Plan Reviews Services at 65% of Fees Collected by City	1,794.00
Inv 20264717 Total		1,794.00

Inv 20264718

Line Item Date	Line Item Description	
06/30/2026	260205 SP PW 1220 BRUNSWICK AVE PLAN REVIEW	400.00
Inv 20264718 Total		400.00

Inv 20264719

Line Item Date	Line Item Description	
06/30/2026	Landscape-May 2026	2,640.00
Inv 20264719 Total		2,640.00

0 Total: 85,027.91

TRA5998 - Transtech Engineers, Inc. Total: 85,027.91

TRIOVLLY - Valley Services, Inc.

323943 07/28/2026

Inv 223ABS100000402

Line Item Date	Line Item Description	
06/08/2026	May Senior Meals	4,747.90
Inv 223ABS100000402 Total		4,747.90

Inv 23ABS100001773

Line Item Date	Line Item Description	
07/06/2026	June Senior Meals	4,321.05

Inv 23ABS100001773 Total	4,321.05
323943 Total:	9,068.95
TRIOVLLY - Valley Services, Inc. Total:	9,068.95

TRLOGCP6 - Traffic Logix Corporation

323939 07/28/2026

Inv SIN33458

Line Item Date	Line Item Description	
07/31/2025	Purchase and Delivery of Solar-Powered Radar Feedback Signs	4,200.00
Inv SIN33458 Total		4,200.00

Inv SIN34058

Line Item Date	Line Item Description	
09/22/2025	Purchase and Delivery of Solar-Powered Radar Feedback Signs	16,252.32
Inv SIN34058 Total		16,252.32

323939 Total:	20,452.32
TRLOGCP6 - Traffic Logix Corporation Total:	20,452.32

TRUPINT - TruePoint Solutions, LLC

0 07/28/2026

Inv 49865

Line Item Date	Line Item Description	
06/30/2026	Accela Software Support-June 2026	165.00
Inv 49865 Total		165.00

0 Total:	165.00
TRUPINT - TruePoint Solutions, LLC Total:	165.00

TSA8011 - Tsai Fong Books, Inc.

323940 07/28/2026

Inv 24125

Line Item Date	Line Item Description	
06/17/2026	Books, DVDs, CDs Purchase FY25-26	1,731.11
Inv 24125 Total		1,731.11

323940 Total:	1,731.11

TSA8011 - Tsai Fong Books, Inc. Total: 1,731.11

TUM8011 - Tumbleweed Press Inc.

323941 07/28/2026

Inv 121960

Line Item Date	Line Item Description	
07/01/2026	Renewal TumbleBook Library Premium annual subscription	699.00

Inv 121960 Total 699.00

323941 Total: 699.00

TUM8011 - Tumbleweed Press Inc. Total: 699.00

TWALKMAN - The Walking Man, Inc

323936 07/28/2026

Inv F5104

Line Item Date	Line Item Description	
07/23/2026	Distribution of Door Hangers for SB79 Community Meetings	875.00

Inv F5104 Total 875.00

323936 Total: 875.00

TWALKMAN - The Walking Man, Inc Total: 875.00

ULIN8021 - Uline, Inc.

0 07/28/2026

Inv 209692987

Line Item Date	Line Item Description	
06/22/2026	mobile shelving	1,025.41

Inv 209692987 Total 1,025.41

Inv 209750818

Line Item Date	Line Item Description	
06/23/2026	Equipment for WMB	1,055.31

Inv 209750818 Total 1,055.31

Inv 209987094

Line Item Date	Line Item Description	
06/29/2026	Equipment for Rec Office	425.46

Inv 209987094 Total 425.46

0 Total: 2,506.18

ULIN8021 - Uline, Inc. Total: 2,506.18

UPP7789 - Upper San Gabriel Valley MWD

0 07/28/2026

Inv 2/06-26

Line Item Date	Line Item Description	
07/15/2026	Water Furnished from MWD - June 2026	120.83

Inv 2/06-26 Total 120.83

Inv 7.13.26

Line Item Date	Line Item Description	
07/13/2026	Co-funding MWD Water Conversion Rebates June 2026	47.56

Inv 7.13.26 Total 47.56

0 Total: 168.39

UPP7789 - Upper San Gabriel Valley MWD Total: 168.39

UQMS8010 - Unique Management Services, Inc.

0 07/28/2026

Inv 6161084

Line Item Date	Line Item Description	
07/01/2026	Agency Collection Recovery Services added HL 6/15/26.	291.25

Inv 6161084 Total 291.25

0 Total: 291.25

UQMS8010 - Unique Management Services, Inc. Total: 291.25

UTILCOST - Kerkorian, Michael

323895 07/28/2026

Inv 26654

Line Item Date	Line Item Description	
06/23/2026	Electricitiy Saving Services SCE 8001453243 & 8004630802 Feb-M	464.12

Inv 26654 Total 464.12

323895 Total: 464.12

UTILCOST - Kerkorian, Michael Total: 464.12

VTMS4011 - Vital Medical Services, LLC

323945 07/28/2026

Inv 4896

Line Item Date	Line Item Description	
05/31/2026	PD Evidentiary Warrant Blood Collection MAY 2026	2,776.00

Inv 4896 Total 2,776.00

323945 Total: 2,776.00

VTMS4011 - Vital Medical Services, LLC Total: 2,776.00

WGZM6011 - WG Zimmerman Engineering Inc.

323946 07/28/2026

Inv 26-06-091

Line Item Date	Line Item Description	
06/30/2026	PSA WGZ Staff Support Services PW Land Development	2,079.93
06/30/2026	PSA WGZ Staff Support Services PW Land Development	4,157.36
06/30/2026	PSA WGZ Staff Support Services PW Land Development	4,157.36
06/30/2026	PSA WGZ Staff Support Services PW Land Development	5,145.35

Inv 26-06-091 Total 15,540.00

323946 Total: 15,540.00

WGZM6011 - WG Zimmerman Engineering Inc. Total: 15,540.00

WIL2010 - Willdan Financial Services

0 07/28/2026

Inv 00632019

Line Item Date	Line Item Description	
04/17/2026	Task Order 8: Mission RRFB Design Documents	820.00

Inv 00632019 Total 820.00

Inv 00632473

Line Item Date	Line Item Description	
06/22/2026	Task Order 8: Mission RRFB Design Documents	5,284.50

Inv 00632473 Total 5,284.50

Inv 00632855

Line Item Date	Line Item Description	
06/30/2026	Hanscom Dr & Las Palmitas St Drainage Improvements Eval & Des	314.00

Inv 00632855 Total 314.00

Inv 00632895

Line Item Date	Line Item Description	
06/30/2026	Task Order 8: Mission RRFB Design Documents	9,112.75

Check Number	Check Date	Amount
Inv 00632895 Total		9,112.75
0 Total:		15,531.25
WIL2010 - Willdan Financial Services Total:		15,531.25
WWWLLIAM - The W.W.Williams Company LLC		
323935	07/28/2026	
Inv R74737		
Line Item Date	Line Item Description	
03/12/2026	Service Pump/Road Switch for Engine-81 FD.	2,953.67
Inv R74737 Total		2,953.67
323935 Total:		2,953.67
WWWLLIAM - The W.W.Williams Company LLC Total:		2,953.67
Total:		3,050,160.71

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
7/21/2026	Columbia Bank	$31,463.65	Online Payment for April 2026 Citywide Credit Card Expenses.
7/23/2026	So Cal Edison	$22,069.11	Online Payment for City Owned Electric Account # 3859.
8/1/2026	So Cal Edison	$117,286.10	Online Payment for City Owned Electric Account # 1581.
Total:		***$170,818.86***	

Payroll

Payroll Summary Report

Payroll Date: **07.17.2026** **Regular Payroll**

Checks	$	832.86
Direct Deposits	$	696,654.70
IRS Payments	$	143,477.30
EDD - State of CA	$	49,190.52
PERS Pension	$	185,413.76
Deferred Comp	$	39,738.91
PARS	$	2,627.84
PERS Health	$	264,948.89
Subtotal:	**$**	**1,382,884.78**
Grand Total:	**$**	**1,382,884.78**

Attachment No. 6

Accounts Payable

Void Check Distribution List

User: HLin
Printed: 7/28/2026 - 5:37 PM
Batch: 00003.07.2026 - VOID CHK 323688

	DR Amount	CR Amount	Acct Number	Description	Vendor
Fund:101General Fund					
	549.00	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	549.00	101-8030-8032-8268-000	Camp Services	FUNATICE
Total for Fund:101	549.00	549.00			
Grand Total:	549.00	549.00			

VOID REASON: mailed Check LOST

Accounts Payable

Void Check Proof List

User: HLin
Printed: 07/28/2026 - 5:36PM
Batch: 00003.07.2026 - VOID CHK 323688

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: FUNATICE	FUNatic Events & Entertainmei									
Check No: 323688	Check Date:	07/01/2026								
	549.00	20260701002	07/01/2026	Camp Med Kids Foam Party 7/1/2026					No	0
101-8030-8032-8268-000										
Check Total:	549.00									
Vendor Total:	549.00									
Report Total:	549.00									

Create Stop Payment Confirmation

Generated On: 2026-07-21 21:28 p.m. ET by TFERNANDEZ

Enter Details (1) — Verify Details (2) — Complete (3)

Your stop has been successfully created. Please print this page for your record.

Transaction Details

Stop Type	Stop Status	Reference Number
Single	Confirmed	20260721223191994

Account

41533688 - CITY OF SOUTH PASADENA OPERATING - USD

Check Number

323688

Payee	Amount
FUNatic Events Entertainment LLC	549.00

Expiry Date

2031-07-21

Reason for Stop

Lost

Term

60 Months

Accounts Payable

Void Check Distribution List

User: HLin
Printed: 7/16/2026 - 8:36 AM
Batch: 00001.07.2026 - VOID CHK 3232691-3232692

	DR Amount	CR Amount	Acct Number	Description	Vendor
Fund:101General Fund					
	1,545.10	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	745.10	101-0000-0000-1450-000	Prepaid Expenses	MJRI2950
	0.00	800.00	101-8030-8032-8264-000	Special Events	RDRKDVS
Total for Fund:101	1,545.10	1,545.10			
Grand Total:	1,545.10	1,545.10			

VOID REASON: incorrect check number on check register / electronic PosPay

Accounts Payable

Void Check Proof List

User: HLin
Printed: 07/16/2026 - 8:32AM
Batch: 00001.07.2026 - VOID CHK 3232691-3232692

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: MJRI2950	Magic Jump Rentals, Inc.									
Check No: 3232692	Check Date:	07/06/2026								
	745.10	447898	07/04/2026	All Star Inflatable Sports 4 in 1 Games				26232	No	1
101-0000-0000-1450-000										
Check Total:	745.10									
Vendor Total:	745.10									
Vendor: RDRKDVS	Roderick Davis									
Check No: 3232691	Check Date:	07/06/2026								
	800.00	07062026	07/06/2026	Soccer Watch Party Special Event DJ S					No	0
101-8030-8032-8264-000										
Check Total:	800.00									
Vendor Total:	800.00									
Report Total:	1,545.10									

Outlook

RE: Magic Jump Rentals Inc. - Order #447898

From Mark Siegfried <msiegfried@southpasadenaca.gov>
Date Wed 7/15/2026 10:53 AM
To Herman Lin <hlin@southpasadenaca.gov>; Ashley Lan <alan@southpasadenaca.gov>

Here is proof that stop payments were done.

☐	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	323691	2027-07-15	Acti
☐	41533688 - CITY OF SOUTH PASADENA OPERATING - USD	323692	2027-07-15	Acti

Both checks were cashed but the funds were put into our account as the positive pay file did not match. Please re-issue the checks

Date	Transaction Type	Description	Debit	Credit	Date
7/8/2026	Check Paid	REGULAR CHECK, Bank Ref: 2686293203, Check #: 0000323692	745.10		
7/9/2026	Check Paid	REGULAR CHECK, Bank Ref: 2677751092, Check #: 0000323691	800.00		
7/9/2026	Debit Reversal	rv ck#323692, Bank Ref: 0274215980		745.10	
7/10/2026	Debit Reversal	RV CK #323691, Bank Ref: 0274288365		800.00	

From: Herman Lin <hlin@southpasadenaca.gov>
Sent: Wednesday, July 15, 2026 10:38 AM
To: Ashley Lan <alan@southpasadenaca.gov>
Cc: Mark Siegfried <msiegfried@southpasadenaca.gov>
Subject: Re: Magic Jump Rentals Inc. - Order #447898

Hi Ashley,

Please void these two checks# 323691 $800.00 & 323692 $745.10. I made error on check numbers and electronic file.

Sorry. Thank You.
Herman Lin
Accounts Payable Tech
City of South Pasadena, Finance Department
Tel: (626) 403-7254
hlin@SouthPasadenaCA.gov
AP@SouthPasadenaCA.gov

From: Anthony Lopez <alopez@southpasadenaca.gov>
Sent: Wednesday, July 15, 2026 10:32 AM
To: Herman Lin <hlin@southpasadenaca.gov>; Nathalie Wilcox <nwilcox@southpasadenaca.gov>
Cc: Melissa Snyder <msnyder@southpasadenaca.gov>; Mark Siegfried <msiegfried@southpasadenaca.gov>
Subject: Re: Magic Jump Rentals Inc. - Order #447898

Hi Herman,

Thank you for letting me know. I will go ahead and reach out to Magic Jump.

Best,
Anthony Lopez
Management Analyst
Pronouns: He, Him

City of South Pasadena | Community Services
1102 Oxley St. | South Pasadena, CA 91030
Office: (626) 403-7394 | Mobile: (626) 379-2772

City of SOUTH PASADENA
COMMUNITY SERVICES

Check out our latest RECREATION GUIDE

Accounts Payable

Void Check Distribution List

User: HLin
Printed: 7/28/2026 - 8:33 AM
Batch: 00002.07.2026 - VOID CHK 323708

	DR Amount	CR Amount	Acct Number	Description	Vendor
Fund:700Payroll Clearing Fund					
	152.70	0.00	700-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	152.70	700-0000-0000-2264-000	Withholding - Garnishments	PASADENA
Total for Fund:700	152.70	152.70			
Grand Total:	152.70	152.70			

VOID REASON: Wrong Vendor name use; should be Los Angeles County Sheriff Civil Management Bureau

Accounts Payable

Void Check Proof List

User: HLin
Printed: 07/28/2026 - 8:32AM
Batch: 00002.07.2026 - VOID CHK 323708

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: PASADENA	Pasadena Sheriffs Office									
Check No: 323708	Check Date:	07/07/2026								
	152.70	PR07.03.2026	07/03/2026	PRBatch70326.07.2026 Garnishment (	PRBatch70326.07.2026 Gar				No	0
700-0000-0000-2264-000										
Check Total:	152.70									
Vendor Total:	152.70									
Report Total:	152.70									

Create Stop Payment Confirmation

Generated On: 2026-07-28 10:57 a.m. ET by TFERNANDEZ

Enter Details (1) — Verify Details (2) — Complete (3)

Your stop has been successfully created. Please print this page for your record.

Transaction Details

Stop Type	Stop Status	Reference Number
Single	Confirmed	20260728223202109

Account

41533688 - CITY OF SOUTH PASADENA OPERATING - USD

Check Number

323708

Payee	Amount
Pasadena Sheriffs Office	152.70

Expiry Date

2027-07-28

Reason for Stop

Other

Term

12 Months

City Council
Agenda Report

ITEM NO. 5

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Derek Elmore, Police Chief
Shannon Robledo, Police Lieutenant
Davit Ghazaryan, Management Analyst

SUBJECT: **CONSIDERATION TO AUTHORIZE ACCEPTING A GRANT AWARD IN THE AMOUNT OF $54,000.00 FROM THE CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE STRATEGIC TRAFFIC ENFORCEMENT PROGRAM AND ADOPTION OF RESOLUTION NO. 8023 AMENDING THE 2026-2027 BUDGET TO REFLECT THE GRANT REVENUE**

Recommendation

It is recommended that the City Council:

1. Authorize the City Manager or designee to accept a grant award in the amount of $54,000.00 from the California Office of Traffic Safety (OTS) for the Strategic Traffic Enforcement Program;
2. Adopt Resolution No. 8023 amending the 2026-2027 budget to appropriate $54,000 in grant revenue and expenditures in the OTS Grant Fund (Fund 269); and
3. Authorize the City Manager or designee to execute all necessary documents to accept the grant.

Executive Summary

The South Pasadena Police Department has been awarded a $54,000.00 Strategic Traffic Enforcement Program (STEP) grant from the California Office of Traffic Safety for the period of October 1, 2026, through September 30, 2027. The grant will fund enhanced traffic safety education and enforcement activities, including bicycle and pedestrian enforcement, DUI checkpoints and saturation patrols, distracted driving operations, and community outreach, at no cost to the City. As South Pasadena continues to experience increased multimodal traffic, the grant will support the Department's ongoing efforts to improve roadway safety, reduce traffic-related injuries and fatalities, and enhance public safety through targeted enforcement, education, and data-driven evaluation.

Background

In January 2026, 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 $54,000.00 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, 2026, through September 30, 2027

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 2026; conducting educational initiatives on traffic safety in cooperation with the South Pasadena Unified School District and participation in the annual Click It or Ticket mobilization period in May 2026. 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 $54,000.00 from the Office of Traffic Safety for the Strategic Traffic Enforcement Program. No local matching funds are required. Staff is requesting an appropriation of $47,000.00 into 269-4010-4011-7020 OTS Grant – Overtime and $7,000.00 into 269-4010-4011-8022 OTS Grant – Expenses.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Attachment:

Grant Agreement - PT27205 South Pasadena PD Draft.

Resolution No. 8023.

State of California – Office of Traffic Safety
GRANT AGREEMENT

GRANT NUMBER
PT27205

1. GRANT TITLE **Selective Traffic Enforcement Program (STEP)**	
2. NAME OF AGENCY **South Pasadena**	**3. Grant Period** From: 10/01/2026 To: 09/30/2027
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: $54,000.00
Allocation is contingent upon availability of federal funds.

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

*The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA)
The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual.

Pre-Agreement Work
No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.

8. Approval Signatures

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 grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. Grant Director

Name: Mike Sanchez
Title: Police Corporal
Email: msanchez@southpasadenaca.gov
Phone: (626) 403-7292
Address: 1414 Mission Street
South Pasadena, CA 91030

(Signature) *(Date)*

B. Authorizing Official

Name: Shannon Robledo
Title: Acting Police Chief
Email: srobledo@southpasadenaca.gov
Phone: (626) 403-7269
Address: 1414 Mission Street
South Pasadena, CA 91030

(Signature) *(Date)*

C. Fiscal Official

Name: Nick Kimball
Title: Assistant City Manager/CFO
Email: nkimball@southpasadenaca.gov
Phone: (626) 403-7214
Address: 1414 Mission Street
South Pasadena, CA 91030

(Signature) *(Date)*

D. Authorizing Official of Office of Traffic Safety

Name: Stephanie Dougherty
Title: Director
Email: stephanie.dougherty@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

Name: Mary Khang
Address: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

9. SAM Information

SAM #: WB8MAY5ZZTK4
Registered Address: 1422 Mission Street
City: South Pasadena
Zip+4: 91030-3214

10. PROJECTED EXPENDITURES						
FUND	**CFDA**	**ITEM/APPROPRIATION**	**F.Y.**	**CHAPTER**	**STATUTE**	**PROJECTED EXPENDITURES**
				AGREEMENT TOTAL		**$54,000.00**
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, notwithstanding allocations contingent on availability of federal funds.				AMOUNT ENCUMBERED BY THIS DOCUMENT **$54,000.00**		
				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT **$ 0.00**		
OTS ACCOUNTING OFFICER'S SIGNATURE		DATE SIGNED		TOTAL AMOUNT ENCUMBERED TO DATE **$54,000.00**		

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
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. As there is no local freeway to connect these freeway systems, commuters use multiple major surface arterial streets that bisect the city to reach these freeway systems, substantially increasing the volume of traffic. A 2025 traffic flow study conducted by Fred Manager and Associates showed that the daytime population increased to approximately 140,000, a population increase of over 114,000 members.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
Between 2023 and 2025, there was an average of one and one third fatal traffic crashes a year. In 2023, there were two fatal crashes, both of which involved impaired driving. In 2024, there were no crashes that resulted in fatalities. In 2025, there were two solo vehicle crashes that resulted in fatalities (one involving a motorcycle). In 2025, 108 persons were injured in 83 crashes, with speed being the most frequent primary collision factor. Checkpoints have historically been conducted when staffing permits but staffing shortages are common in law enforcement and the department has not been immune. Additionally, as more officers have been trained in ARIDE and SFST, DUI arrests have increased substantially. Officers made 101 DUI arrests in 2023, 88 DUI arrests in 2024, and 117 DUI arrests in 2025.

Define the target population the grant intends to serve and how they are affected by the problem(s).
The target population served by this grant includes the residents and daily commuters of South Pasadena, California due to an influx of commuters traveling through and into the community for work, school, and commercial activity. The high number of non-resident drivers using South Pasadena roadways increases the risk of traffic violations, impaired driving, and serious or fatal collisions, placing both residents and commuters at risk. The grant will directly benefit the target population by providing funding for police overtime to conduct targeted traffic enforcement operations and public education presentations, as well as supplies necessary to conduct DUI checkpoints. These efforts will enhance traffic safety, deter impaired driving, and reduce the likelihood of serious injuries and fatalities for both residents and commuters who travel through South Pasadena. In 2025, the South Pasadena Police Department handled 28,900 calls for service and the average staffing levels during the year consisted of three patrol officers and one supervisor per shift.

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 news release announcing the kick-off of the grant by December 31st. The kick-off news 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. Report on the outcomes of the “DUI BOLO” program.	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.	9
7. Conduct DUI Saturation Patrol operation(s).	9
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	6
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
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.	2
11. 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.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with the Buy America Act.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify 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.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

N/A

B. Phase 2 – Program Operations (Throughout Grant Year)

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, news 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 news release, educational material, or link to social media post.
- 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 your OTS grant coordinator.
- News 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 the 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.
- 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 the OTS PIO and copy 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 the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and FAQs .
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

N/A

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.

N/A

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
164ID-27	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$31,000.00
402PT-27	20.600	State and Community Highway Safety	$17,000.00
405e DDA-27	20.616	Distracted Driving Awareness	$6,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164ID-27	$7,000.00	2	$14,000.00
DUI Saturation Patrols	164ID-27	$1,500.00	9	$13,500.00
Traffic Enforcement	402PT-27	$1,350.00	6	$8,100.00
Pedestrian and Bicycle Enforcement	402PT-27	$1,200.00	2	$2,400.00
Collaborative Traffic Enforcement	402PT-27	$1,000.00	3	$3,000.00
Distracted Driving Enforcement	405e DDA-27	$1,200.00	5	$6,000.00
Category Sub-Total				$47,000.00
B. TRAVEL EXPENSES				
				$0.00
				$0.00
Category Sub-Total				$3,500.00
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	164ID-27	$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				**$54,000.00**

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.
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
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
TRAVEL EXPENSES In-State Travel - Lodging, per-diem, and registration for SFST/ARIDE training and traffic safety seminars, trainings, and symposiums
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies -
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements. Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency. 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. The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS). Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for 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 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

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) [1] 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 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 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 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 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.

CITY OF SOUTH PASADENA
RESOLUTION NO. 8 0 2 3

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING THE FISCAL YEAR 2026-2027 ADOPTED BUDGET

WHEREAS, the City Council of the City of South Pasadena adopted the Fiscal Year 2025-2026 Budget on August 20, 2025, establishing the City's financial plan for the fiscal year beginning July 1, 2025, and ending June 30, 2026;and

WHEREAS, subsequent to adoption, the City has identified a need to amend the budget to allocate grant funds awarded to the City by the California Office of Traffic Safety for the Strategic Traffic Enforcement Program; and

WHEREAS, the proposed amendments are necessary to ensure the continued delivery of essential services, maintain fiscal responsibility, and align City resources with City Council priorities; and

WHEREAS, the City Council has reviewed the proposed amendments and finds them to be in the best interest of the City and its residents.

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

SECTION 1. The above recitals are hereby declared to be true and correct and are incorporated herein as if set forth in full.

SECTION 2. The Fiscal Year 2026-2027 Adopted Budget is hereby amended as set forth in the table below:

Revenue Account No.	Description	Amount
269-0000-0000-5006	OTS Grant Revenue	$54,000
TOTAL:		**$54,000**

Expenditure Account No.	Description	Amount
269-4010-4011-7020	Overtime	$47,000
269-4010-4011-8022	Other Expenses	$7,000
TOTAL:		**$54,000**

SECTION 3. The City Manager, or their designee, is authorized and directed to implement the budget amendments, including transfers, appropriations, and related accounting entries, in accordance with this resolution.

SECTION 4. The City Manager is further authorized to make minor adjustments and technical corrections consistent with the intent of this resolution.

SECTION 5. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED AND ADOPTED on this 5th day of August 2026.

Sheila Rossi, Mayor

ATTEST:

Nikima Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of August 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Nikima Newsome, Chief City

City Council
Agenda Report

ITEM NO. 6

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Director of Public Works
Michael Vartanians, City Engineer

SUBJECT: **CONSIDERATION OF APPROVAL OF A MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE CITIES OF ALHAMBRA, BURBANK, CALABASAS, GLENDALE, HIDDEN HILLS, LA CANADA FLINTRIDGE, MONTEBELLO, MONTEREY PARK, PASADENA, ROSEMEAD, SAN FERNANDO, SAN GABRIEL, SAN MARINO, SOUTH EL MONTE, SOUTH PASADENA, TEMPLE CITY, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED**

Recommendation

It is recommended that the City Council authorize the City Manager or designee to enter into a Memorandum of Agreement (Attachment 1) between the City of Los Angeles, County of Los Angeles, Los Angeles County Flood Control District, the Cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, Temple City, and the San Gabriel Valley Council of Governments regarding the administration and cost sharing for implementing the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) for the Upper Los Angeles River Watershed for Fiscal Years 2026-27 through 2030-31.

Executive Summary

The Public Works Department requests approval of a Memorandum of Agreement (MOA) among the Upper Los Angeles River Watershed Management Group (ULAR WMG) agencies regarding the administration and cost sharing of the Coordinated Integrated Monitoring Program (CIMP) and Watershed Management Program (WMP) required under the Regional MS4 Permit. Approval of the MOA will allow the City to continue participating in the watershed-wide monitoring and reporting program, share implementation costs with the other permittees, and satisfy regional permit requirements through a coordinated approach. The proposed MOA complements the City's recently approved agreement with John L. Hunter and Associates, Inc., which provides City-specific compliance support, by funding the regional monitoring and watershed management activities that are performed collectively on behalf of all participating

agencies.

Background

On November 8, 2012, the Regional Board adopted the 2012 National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System (MS4) Permit No. R4-2012-0175. This was re-adopted in the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105. The 2021 MS4 Permit became effective on September 11, 2021, superseding the 2012 MS4 Permit, and requires that the County of Los Angeles, Los Angeles County Flood Control District, 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County comply with its prescribed elements.

The MS4 Permit identifies the local agencies (permittees) of City of Los Angeles, County of Los Angeles, Los Angeles County Flood Control District, the Cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City as responsible for compliance with the Permit's requirements pertaining to the collective jurisdictional area in the Upper Los Angeles River Watershed Management Area.

On July 15, 2026, the City Council approved a multi-year Professional Services Agreement with John L. Hunter and Associates, Inc. (JLHA) to provide City-specific regulatory compliance services for the City of South Pasadena related to the National Pollutant Discharge Elimination System (NPDES), Municipal Separate Storm Sewer System (MS4) Permit, Safe Clean Water (SCW) Program, Trash Daily Generation Rate (DGR), and Fats, Oils, and Grease (FOG) Control Program. The JLHA agreement provides consultant support for the City's local compliance responsibilities, including permit administration, regulatory reporting, inspections, development review, public outreach, and coordination with regulatory agencies. The proposed Memorandum of Agreement is separate and complementary to the JLHA agreement.

Analysis

The proposed agreement establishes the cost-sharing framework among all Upper Los Angeles River Watershed permittees to fund and administer regional watershed-wide monitoring and Watershed Management Program activities required by the MS4 Permit, including regional water quality monitoring, laboratory analysis, watershed reporting, and other collaborative compliance activities that cannot be completed independently by a single agency.

Compliance requirements include:

- Monitoring Services: The 2021 MS4 permit requires use of a Coordinated Integrated Monitoring Program (CIMP) to monitor the progress of an EWMP toward meeting clean water goals. The CIMP scope of work includes program development, establishing monitoring stations at key waterbody outfalls, measuring pollutants and constituents at receiving waters, monitoring stormwater and non-stormwater outfalls, developing and tracking studies, and annual reporting to the Regional Board. There are both technical and managerial aspects of the CIMP function, including regular laboratory work such as water testing, and administrative interaction with the Regional Board.
- Watershed Management Plan Tasks: WMGs are required to complete reporting and plan management activities as part of their Watershed Management Program (WMP). This

includes annual and semi-annual reporting to the Regional Board on CIMP progress, waste discharges, trash monitoring; refining and updating the Watershed Management Plan; updating the WMG website, maintaining membership in the CA Stormwater Quality Association (CASQA); and paying potential fines for water quality violations.

This Memorandum of Agreement (MOA) establishes that the entities have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP. This MOA would be effective starting July 1, 2026, and will be in effect for three years up to and including June 30, 2029, with the possibility of two, one-year extensions up to and including June 30, 2031.

As the lead for the ULAR WMG, the City of Los Angeles will complete or manage the completion of all work under this agreement, which the agencies agree to collaboratively fund. This includes stormwater monitoring services (sample collection in-situ measurements, laboratory analyses, and reporting) consistent with the requirements of the approved CIMP and pursuant to the MS4 Permit requirements and the associated WMP-related tasks, including the following:

- Preparation of the bi-annual Progress Monitoring and Annual Watershed Report to the Regional Water Quality Control Board;
- Preparation of the Adaptive Management Plan to update the WMP;
- Implementation of the Trash Reporting and Monitoring Plan;
- Preparation of the Report of Waste Discharge;
- Completion of the load reduction strategy to comply with bacteria total maximum daily load requirements; and
- Potential special studies in the watershed pursuant to the MS4 Permit.

The San Gabriel Valley Council of Governments (SGVCOG) has been the administrator of the ULAR since 2018 and will administer this MOA and collect funds from each individual co-permittee for the cost sharing of CIMP and WMP services.

Fiscal Impact

Program costs are distributed according to each permittee's land area relative to the total land area in the ULAR Watershed. The City of South Pasadena has 2,186 acres in the watershed which is equivalent to approximately 0.71% of the total acreage of drainage. Through this agreement, the City of South Pasadena is agreeing to cover 0.66% of the total costs. The SGVCOG will invoice the City annually for each year of the program.

Fiscal Year	CIMP Costs	WMP Costs	Administrative Costs	Total Annual Cost
2026-27	$8,280	$2,131	$670	$11,081
2027-28	$7,961	$2,267	$670	$10,898
2028-29	$8,100	$4,524	$670	$13,294
2029-30	$7,949	$2,395	$670	$11,014
2030-31	$8,061	$2,462	$670	$11,193
TOTAL	**$40,351**	**$13,779**	**$3,350**	**$57,480**

Over the five-year term of the agreement, the City's total cost is estimated at $57,480,

consisting of $40,351 for CIMP implementation, $13,779 for WMP-related tasks, and $3,350 for SGVCOG administration. The cost for this agreement is included in Fund 239 (Measure W) of the City's FY 2026-2027 Adopted Budget.

Attachment:
Attachment 1 - ULAR WMG MOA FY 2026-2031

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF LOS ANGELES, THE CITY OF ALHAMBRA, THE CITY OF BURBANK, THE CITY OF CALABASAS, THE CITY OF GLENDALE, THE CITY OF HIDDEN HILLS, THE CITY OF LA CANADA FLINTRIDGE, THE CITY OF MONTEBELLO, THE CITY OF MONTEREY PARK, THE CITY OF PASADENA, THE CITY OF ROSEMEAD, THE CITY OF SAN FERNANDO, THE CITY OF SAN GABRIEL, THE CITY OF SAN MARINO, THE CITY OF SOUTH EL MONTE, THE CITY OF SOUTH PASADENA, THE CITY OF TEMPLE CITY, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, THE COUNTY OF LOS ANGELES, AND THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

REGARDING THE ADMINISTRATION AND COST SHARING FOR IMPLEMENTING THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) AND WATERSHED MANAGEMENT PROGRAM (WMP) FOR THE UPPER LOS ANGELES RIVER WATERSHED MANAGEMENT AREA

This Memorandum of Agreement (MOA), including its attachments, exhibits and schedules, is made and entered into as of July 1st, 2026, by and between The SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS (SGVCOG), a California Joint Powers Authority, THE CITY OF LOS ANGELES (CITY), a municipal corporation, THE CITY OF ALHAMBRA, a municipal corporation, THE CITY OF BURBANK, a municipal corporation, THE CITY OF CALABASAS, a municipal corporation, THE CITY OF GLENDALE, a municipal corporation, THE CITY OF HIDDEN HILLS, a municipal corporation, THE CITY OF LA CANADA FLINTRIDGE, a municipal corporation, THE CITY OF MONTEBELLO, a municipal corporation, THE CITY OF MONTEREY PARK, a municipal corporation, THE CITY OF PASADENA, a municipal corporation, THE CITY OF ROSEMEAD, a municipal corporation, THE CITY OF SAN FERNANDO, a municipal corporation, THE CITY OF SAN GABRIEL, a municipal corporation, THE CITY OF SAN MARINO, a municipal corporation, THE CITY OF SOUTH EL MONTE, a municipal corporation, THE CITY OF SOUTH PASADENA, a municipal corporation, THE CITY OF TEMPLE CITY, a municipal corporation, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (LACFCD), a body corporate and politic, and the COUNTY OF LOS ANGELES (COUNTY), a political subdivision of the State of California. Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

RECITALS

WHEREAS, the U.S. Environmental Protection Agency (USEPA) and the California Regional Water Quality Control Board, Los Angeles Region (Regional Board) have classified the Greater Los Angeles County Municipal Separate Storm Sewer System (MS4) as a large MS4 pursuant to 40 Code of Federal Regulations (CFR) section 122.26(b)(4) and a major facility pursuant to 40 CFR section 122.2; and

WHEREAS, the Regional Board adopted the 2021 Regional Phase I MS4 Permit Order No. R4-2021-0105 on July 23, 2021; and

WHEREAS, the 2021 MS4 Permit became effective on September 11, 2021, and requires the COUNTY, LACFCD, and 85 cities within the coastal watersheds of Los Angeles County, the Ventura County Watershed Protection District, the County of Ventura, and 10 cities within Ventura County to comply with its prescribed elements; and

WHEREAS, the MS4 Permit identifies the PARTIES as MS4 permittees responsible for compliance with the Permit's requirements pertaining to the PARTIES' collective jurisdictional area in the Upper Los Angeles River Watershed Management Area as identified in Exhibit D of this MOA; and

WHEREAS, the CITY and the cities of Alhambra, Burbank, Calabasas, Glendale, Hidden Hills, La Canada Flintridge, Montebello, Monterey Park, Pasadena, Rosemead, San Fernando, San Gabriel, San Marino, South El Monte, South Pasadena, and Temple City and LACFCD and the COUNTY formed the Upper Los Angeles River Watershed Management Group (ULAR WMG) to collaborate on the Watershed Management Program (WMP) and the Coordinated Integrated Monitoring Program (CIMP) in accordance with the MS4 Permit, with the CITY serving as the ULAR WMG Lead Agency; and

WHEREAS, the first WMP was submitted to the Regional Board by the PARTIES on June 25, 2015, and was approved by the Regional Board on April 20, 2016; and

WHEREAS, a revised WMP was submitted to the Regional Board on June 28, 2021, and was approved by the Regional Board on April 2, 2024; and

WHEREAS, the first CIMP was submitted to the Regional Board by the PARTIES on April 30, 2015, and was approved by the Regional Board on August 5, 2015; and

WHEREAS, a revised CIMP was submitted to the Regional Board on March 13, 2023, and was approved by the Regional Board on June 25, 2026; and

WHEREAS, the PARTIES have agreed to cooperatively share and fully fund the estimated costs of the implementation of the CIMP and WMP; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit notwithstanding this MOA; and

WHEREAS, the PARTIES desire to have the SGVCOG: (a) invoice and collect funds from each of the PARTIES to cover the costs of MONITORING SERVICES and WMP-RELATED TASKS as detailed in Exhibit A hereto, and pay the same to the CITY; (b) perform tasks identified in CONTRACT ADMINISTRATION in Exhibit A hereto;

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals. The recitals set forth above are true and correct and fully incorporated into this MOA.

Section 2. Purpose. The purpose of this MOA is to cooperatively fund the MONITORING SERVICES and WMP-RELATED TASKS, as set forth in Exhibit A of this MOA.

Section 3. Cooperation. The PARTIES shall fully cooperate with one another to attain the purposes of this MOA.

Section 4. Voluntary. The PARTIES have voluntarily entered this MOA for the implementation of the MONITORING SERVICES and WMP-RELATED TASKS and authorize SGVCOG to administer the cost-sharing.

Section 5. Term. This MOA shall become effective on July 1, 2026, and shall remain in effect for three (3) years up to and including June 30, 2029. The MOA may be extended, through mutual agreement of the PARTIES, for up to two (2) additional one (1) year terms.

Section 6. Commitment. Once effective, the PARTIES agree to uphold the promises contained in this MOA for the duration of the agreed upon term. The PARTIES agree that costs, expenses, fees, liabilities, and obligations incurred by the CITY in performing MONITORING SERVICES in accordance with Tables 2-2B(i) of Exhibit B and WMP-RELATED TASKS in accordance with Table 3-3B of Exhibit B prior to the execution date of this MOA but after July 1, 2026, shall be cost-shared under this Agreement according to the amounts specified in Exhibit B and shall be included in the first invoice.

Section 7. THE PARTIES AGREE:

a. Monitoring Services. The CITY will perform the MONITORING SERVICES, as defined in Exhibit A.

b. WMP-Related Tasks. The CITY and the SGVCOG will perform the WMP-RELATED TASKS, as defined in Exhibit A.

c. Reporting. Each PARTY hereto authorizes the CITY to prepare and submit reports to the Regional Board as required by the MS4 Permit. In addition, the CITY will submit to the PARTIES the data used to prepare the reports. This data will be transmitted electronically to all PARTIES and as requested by the Regional Board. The CITY will provide sufficient time for the PARTIES to review the reports prepared prior to submission to the Regional Board. The CITY shall consider incorporating such comments received and answering a PARTY's questions to the best of its abilities prior to its submittal to the Regional Board. Any comments received related to a PARTY's compliance determinations will be addressed or provided a response from the CITY prior to submittal to the Regional Board.

d. Contract Administration. The SGVCOG will be responsible for CONTRACT ADMINISTRATION, as defined in Exhibit A.

e. Communication. To the extent the PARTIES have communications related to CONTRACT ADMINISTRATION as defined in Exhibit A, such communications shall be directed to the SGVCOG. Communications concerning MONITORING SERVICES and WMP-RELATED TASKS under this Agreement shall be directed to the CITY. Written notice will be provided to the PARTIES should contact information for the SGVCOG and/or the ULAR WMG lead agency change.

f. Contracting. The PARTIES contemplate that other individual NPDES permit holders may wish to participate in the MONITORING SERVICES without being a party to this MOA. If another NPDES permittee wants to participate in the MONITORING SERVICES, the SGVCOG may enter a separate, individual agreement with such individual NPDES permittee. The individual NPDES permittee will not become a party to this MOA but will be responsible for its proportionate share of the costs for those MONITORING SERVICES. If other individual NPDES permit holders' participation modifies the PARTIES' proportionate cost share, each PARTY'S proportional payment obligation shall be modified administratively in Exhibit B.

Section 8. Invoicing and Payment.

a. Invoicing. The SGVCOG will invoice all PARTIES, except the CITY, annually in amounts not exceeding the invoice amounts shown in Table 1 of Exhibit B. The annual invoices will be issued by the SGVCOG to the PARTIES in July of each calendar year for their proportional share of the estimated cost for MONITORING SERVICES and WMP-RELATED TASKS, including SGVCOG's Contract Management Fee, for the fiscal year, as shown in Exhibit B. The first invoice will be issued in July 2026 or upon the execution of this Agreement, whichever is later. The PARTIES hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2026 or the date of the last signature of the PARTIES that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA.

i. CITY Invoicing. The SGVCOG shall invoice the CITY annually in amounts not exceeding the invoice amounts shown in Table 3 and Table 4 of Exhibit B ("Annual Invoice"). The Annual Invoice will be issued by the SGVCOG to the CITY in July of each calendar year for its proportional share of the estimated cost of WMP-RELATED TASKS, including the SGVCOG's Contract Management Fee, for the fiscal year, as shown in Table 3 and Table 4 of Exhibit B. The first invoice will be issued in July 2026 or upon the execution of this Agreement, whichever is later. The CITY and the SGVCOG hereby acknowledge and ratify services performed on or after the earlier of July 1st, 2026, or the date of the last signature of the PARTIES

that are performed in accordance with the terms and conditions of the MOA. Such services shall be included in the first invoice and reimbursable pursuant to this MOA. The CITY shall not be subject to Sections 8(c) or 8(d).

ii. CITY Reimbursement. The CITY and SGVCOG shall complete a reconciliation process consistent with the one outlined in Section 8(h) on an annual basis. Upon completion of the reconciliation, CITY shall invoice SGVCOG for reimbursement due to the CITY for that fiscal year. SGVCOG shall pay the CITY within sixty (60) days of receipt of the invoice from the CITY. If the CITY has not remitted payment to SGVCOG for its Annual Invoice by the completion of the annual reconciliation, the SGVCOG shall deduct the CITY's share for MONITORING SERVICES and the amount of the Annual Invoice from the CITY's reimbursement.

b. Annual Payment. Each PARTY, excluding the CITY, shall pay the SGVCOG for their invoice within sixty (60) days of receipt of the invoice from the SGVCOG.

c. Late Payment Penalty. Any payment that is not received within sixty (60) days following receipt of the invoice from SGVCOG shall be subject to a late payment of 10%. Interest on any late payments shall accrue at the rate of 1% per month for each month a payment is past due.

d. Delinquent Payments. A payment not made within three hundred and sixty-five (365) days after receipt of the invoice from the SGVCOG shall result in the SGVCOG notifying the Regional Board and the PARTIES that the delinquent PARTY is no longer a participating member of the CIMP or WMP. The PARTY shall be deemed to have withdrawn from this MOA and the remaining PARTIES' cost share allocation shall be adjusted in accordance with the cost allocation formula in Table 1 of Exhibit B. Withdrawal shall not relieve a PARTY's obligation to pay its proportionate share of costs that were due at the time of the deemed withdrawal.

e. Contingency. Each PARTY's annual invoice will include a contingency of fifteen percent (15%) for MONITORING SERVICES and fifteen percent (15%) for WMP-RELATED TASKS, as shown in Exhibit B. Contingency funds will be held by SGVCOG until such time as they are needed. Contingency funds that are used will be applied to each PARTY based on its proportional share. No PARTY will be obligated to pay for additional expenditures which exceed its contingency amounts without an amendment to this MOA.

i. Monitoring Services Contingency. The CITY shall have access to the MONITORING SERVICES Contingency, for paying for or otherwise implementing the MONITORING SERVICES defined in Exhibit A of this MOA. The CITY shall notify the PARTIES before use of the MONITORING SERVICES Contingency is appropriate or required as soon as practicable

but any failure to notify any PARTY or the PARTIES shall not alter, eliminate, or affect the CITY's right to payment. The CITY will indicate the amount of MONITORING SERVICES Contingency used in its applicable invoice(s) to SGVCOG for implementation of the MONITORING SERVICES. Should the CITY determine in its reasonable discretion that the MONITORING SERVICES Contingency not be necessary for MONITORING SERVICES, the PARTIES may administratively shift these funds to be used for WMP-RELATED TASKS, consistent with Sections 8(f) and 9(c).

ii. WMP-Related Tasks Contingency. The PARTIES may utilize WMP-RELATED TASKS Contingency to complete projects consistent with the WMP-RELATED TASKS defined in Exhibit A. To utilize WMP-RELATED TASKS Contingency for a particular purpose or task, the ULAR WMG must come to a majority consensus, using the process defined in Section 9(c), as to whether use of the contingency for the purpose or task proposed is appropriate, as well as the process by which such purpose or task will be implemented. SGVCOG shall reimburse the entity responsible for implementing the approved purpose or task with WMP-RELATED TASKS Contingency. Should the WMP-RELATED TASKS Contingency not be necessary for WMP-RELATED TASKS, the PARTIES may administratively shift these funds to be used for MONITORING SERVICES, consistent with Sections 8(f) and 9(c).

iii. Other Uses of Contingency. A PARTY or the PARTIES may utilize all or a portion of the MONITORING SERVICES Contingency and WMP-RELATED TASKS Contingency to pay for any penalties or fines assessed by the Regional Board. The PARTIES shall agree upon an approach pursuant to the process in Section 9(c) to utilize these funds for this purpose.

f. Shifting of Funds. The PARTIES may shift funds collected under this MOA between MONITORING SERVICES and WMP-RELATED TASKS administratively, without an amendment to this MOA, provided that the overall amount does not exceed the total not-to-exceed amount of this MOA or a PARTY'S annual proportional cost, as set forth in Table 1 of Exhibit B, and if approved by a majority consensus, using the process defined in Section 9(c). Should the CITY require a shift in funds between MONITORING SERVICES and WMP-RELATED TASKS to implement the MONITORING SERVICES and WMP-RELATED TASKS, it shall notify the SGVCOG before shifting these funds.

g. Contract Management Fee. The SGVCOG will receive a Contract Management Fee of $100,000 per year for administration of this MOA by the SGVCOG. Each PARTY will be assessed its proportionate share of the annual Contract Management Fee as shown in Table 4 of Exhibit B.

h. Reconciliation of this MOA. SGVCOG and CITY will provide the PARTIES with an annual accounting of expenditures for the prior fiscal year, generally consistent with the format shown in Exhibit E. The annual accounting is intended to provide transparency regarding funds received, expenditures incurred, and any remaining balances associated with the WMG activities. At the end of the MOA, SGVCOG will provide the PARTIES with an accounting of actual expenditures, consistent with the format as shown in Exhibit E, within ninety (90) days of receipt of the necessary information from the CITY. Any unexpended funds held by SGVCOG at the termination of this MOA will be rolled over to cover expenses in any subsequent MOA. PARTIES may request in writing a refund or credit of any unexpended funds by the SGVCOG, in accordance with the distributed cost formula set forth in Table 1 of Exhibit B.

Section 9. THE PARTIES FURTHER AGREE:

a. Documentation. The PARTIES agree to promptly provide at no cost to the CITY all requested information and documentation required by the MS4 Permit in their possession that the CITY, in its discretion, deems to be necessary or helpful for the performance of the MONITORING SERVICES and WMP-RELATED TASKS.

b. Access. During the term of this MOA on an as-needed basis, each PARTY shall allow the CITY or its contractor reasonable access and entry to land, facilities and structures owned, operated, or controlled by the PARTY, which access and entry are necessary or helpful for the CITY or its contractor to perform MONITORING SERVICES and WMP-RELATED TASKS (FACILITIES). The FACILITIES shall include but not be limited to the PARTY's storm drains, channels, catch basins, and similar, provided, however, that prior to entering any of the PARTIES' FACILITIES, the CITY or its contractor, as applicable, shall provide seventy-two (72) hours' advance written notice of entry to the applicable PARTY, or in the cases where seventy-two (72) hours' advance written notice is not possible, such as in cases of unforeseen wet weather, the CITY or its contractor shall provide written notice to the applicable PARTY as early as reasonably possible. Any PARTY, including LACFCD, agrees to provide the CITY or its contractor a "no-fee" Access Permit to its FACILITIES. This Access Permit does not cover any fees that may be required for Construction Permits for the installation of permanent monitoring equipment. The CITY shall secure any required necessary permits prior to entry.

c. Consensus. The PARTIES agree that consensus in the ULAR WMG will be determined by a two-third supermajority (66.66%) voting of the ULAR WMG members based on each PARTY's percentage land area of the Watershed as shown in Exhibit D. Consensus shall be reached using an email vote of ULAR WMG members. Any PARTY that does not respond to a vote within five (5) business days, shall be considered to support the majority consensus.

d. Participation. Each PARTY shall designate an individual to provide representation

at the ULAR WMG that is authorized to provide official input on behalf of the PARTY. Each PARTY shall ensure that a representative attends the ULAR WMG meetings and, if necessary, responds to email communication.

e. Additional Activities. The PARTIES agree that additional activities may arise in the course of implementing this MOA, and there may be interest in utilizing funds collected through this MOA or pursuing additional funds, to complete those projects, including but not limited to the Safe Clean Water Program, the payment of a penalty or fine from the Regional Board, or unforeseen new requirements issued by the Regional Board. The ULAR WMG, led by the ULAR WMG Lead Agency, shall discuss and determine additional activities to be completed and the implementation approach to completing those projects. The ULAR WMG will determine which activities to pursue in accordance with the consensus process defined in Section 9(c). Any other PARTY that does not desire to participate in an additional activity can submit a written request to the SGVCOG that they do not desire to be part of the activity. The non-participating PARTY will not be responsible for its proportionate share of funds to complete the additional project, and the cost will be recalculated amongst the remaining PARTIES.

Section 10. Indemnification. Each PARTY shall indemnify, defend, and hold harmless each other PARTY, on a pro rata basis, including its special districts, their member agencies, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including reasonable attorneys and expert witness fees), arising from or connected with this MOA; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

Section 11. Termination.

a. Noticing. Any PARTY may withdraw from this MOA for any reason, in whole or part, by giving the SGVCOG and the Regional Board thirty (30) days' written notice thereof. Withdrawing PARTIES shall remain wholly responsible for their proportional share of the costs of MONITORING SERVICES and WMP-RELATED TASKS for any fiscal year for which the PARTY has not withdrawn. Withdrawing PARTIES shall not be entitled to any refunds. Each PARTY shall also be responsible for the payment of its own fines, penalties or costs incurred as a result of the non-performance of the CIMP and/or WMP. Upon withdrawal by the SGVCOG, the PARTIES shall meet and confer to designate an alternate organization to accept the SGVCOG's responsibilities under this MOA.

b. Default. If a PARTY fails to comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to the work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first been given notice of its default and a reasonable opportunity to cure the alleged default.

c. Equipment Ownership. Devices such as automatic sampling stations - inclusive of a cabinet, sampling equipment, ancillary devices, power supplies (EQUIPMENT) may be installed to implement the CIMP. Any PARTY voluntarily terminating membership will not be entitled to a refund for the portion of the share paid to acquire and to operate the EQUIPMENT nor for the remaining value of the EQUIPMENT, if any. The operational life of such EQUIPMENT is approximately seven years, and after which it may be obsolete or may require major remodel or replacement of electrical and mechanical components costing equivalent to the purchase of new EQUIPMENT. The remaining PARTIES agree to own, operate and maintain and or replace the EQUIPMENT.

Section 12. General Provisions.

a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement, or other communication required or permitted hereunder shall be in writing and shall be delivered to the representatives of the PARTIES at the addresses set forth in Exhibit C attached hereto and incorporated herein by reference. PARTIES shall promptly notify each other of any change of contact information, including personnel changes, provided in Exhibit C. Written notice shall include notice delivered via e-mail or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by e-mail; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested) to the addresses set forth in Exhibit C.

b. Administration. For the purposes of this MOA, the PARTIES and SGVCOG hereby designate as their respective representatives the persons named in Exhibit C. The designated representatives, or their respective designees, shall administer the terms and conditions of this MOA on behalf of their respective entities. Each of the persons signing below on behalf of a PARTY or the SGVCOG represents and warrants that he or she is authorized to sign this MOA on behalf of such entity.

c. Relationship of the Parties. The PARTIES to this MOA are, and shall at all times remain as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of any other PARTY unless expressly provided to the contrary by this MOA. No employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an agent, employee, or officer of another PARTY.

d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all non-delinquent PARTIES and SGVCOG. Such amendments may be executed by those individuals listed in Exhibit C or by a person authorized to execute such amendment on behalf of each PARTY.

e. Law to Govern. This MOA is governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. In the event of litigation related to this MOA, venue in the State Superior Court or Federal District Court shall lie exclusively in the County of Los Angeles.

f. No Presumption in Drafting. The PARTIES to this MOA agree that the general rule that an MOA is to be interpreted against the PARTY drafting it, or causing it to be prepared shall not apply.

g. Severability. If any provision of this MOA shall be determined by any court to be invalid, illegal, or unenforceable to any extent, then the remainder of this MOA shall not be affected, and this MOA shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this MOA.

h. Entire Agreement. This MOA constitutes the entire agreement of the PARTIES to this MOA with respect to the subject matter hereof.

i. Waiver. Waiver by any PARTY to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver by any PARTY to this MOA of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.

j. Counterparts. This MOA may be executed in any number of counterparts, which execution may be by electronic means as defined in Civil Code section 1633.2 and each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES to this MOA.

k. All PARTIES to this MOA have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

IN WITNESS WHEREOF, the PARTIES have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By:

_____ Dated: _____

Mark Pestrella, Director of Public Works

ATTEST:

_____

Deputy

APPROVED AS TO FORM:

_____

Dawyn R. Harrison
County Counsel

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By:

_____ Dated: _____

Mark Pestrella, Chief Engineer

ATTEST:

_____

Deputy

APPROVED AS TO FORM:

_____

Dawyn R. Harrison
County Counsel

CITY OF ALHAMBRA

By:

_____ Dated: _____

Jeffrey Koji Maloney, Mayor

ATTEST:

_____

Lauren Myles
City Clerk

APPROVED AS TO FORM:

_____

Joseph M. Montes, Esq.
City Attorney

CITY OF LOS ANGELES

By:

_____ Dated: _____

Steven Kang, President
Board of Public Works

ATTEST:

_____

Patrice Lattimore
City Clerk

APPROVED AS TO FORM:

_____

Hydee Feldstein Soto
City Attorney

CITY OF BURBANK

By:

_____ Dated: _____

Tamala Takahashi, Mayor

ATTEST:

_____

Justin Hess
City Manager

APPROVED AS TO FORM:

_____

Joseph H. McDougall
City Attorney

CITY OF CALABASAS

By:

_____ Dated: _____

James R. Bozajian, Mayor

ATTEST:

_____

Kristy Buxkemper
City Clerk

APPROVED AS TO FORM:

_____

Pam Lee
City Attorney

THE CITY OF GLENDALE

By:

_____ Dated: _____

Ardy Kassakhian, Mayor

ATTEST:

_____

Roubik Golanian, P.E.
City Manager

APPROVED AS TO FORM:

_____

Michael Garcia
City Attorney

CITY OF HIDDEN HILLS

By:

_____ Dated: _____

Joseph Loggia, Mayor

ATTEST:

_____

Deana L. Gonzalez, CMC
City Clerk

APPROVED AS TO FORM:

_____

Lauren Langer
City Attorney

CITY OF LA CANADA FLINTRIDGE

By:

_____ Dated: _____

Daniel Jordan, City Manager

ATTEST:

_____

Tania Garcia
City Clerk

APPROVED AS TO FORM:

_____

Adrian R. Guerra
City Attorney

CITY OF MONTEBELLO

By:

_____ Dated: _____

Georgina Tamayo, Mayor

ATTEST:

_____

Christopher Jimenez
City Clerk

APPROVED AS TO FORM:

_____

Arnold Alvarez-Glasman
City Attorney

CITY OF MONTEREY PARK

By:

_____ Dated: _____

Inez Alvarez, City Manager

ATTEST:

_____

Maychelle Yee
City Clerk

APPROVED AS TO FORM:

_____

Karl H. Berger
City Attorney

CITY OF PASADENA

By:

_____ Dated: _____

Matthew Hawkesworth, Interim City Manager

ATTEST:

_____

Mark Jomsky
City Clerk

APPROVED AS TO FORM:

_____

Michele Beal Bagneris, Esq.
City Attorney

CITY OF ROSEMEAD

By:

_____ Dated: _____

Interim City Manager

ATTEST:

_____

Ericka Hernandez
City Clerk

APPROVED AS TO FORM:

_____

Rachel H. Richman
City Attorney

CITY OF SAN FERNANDO

By:

_____ Dated: _____

Joel Fajardo, Mayor

ATTEST:

_____

Julia Fritz
City Clerk

APPROVED AS TO FORM:

_____

Richard Padilla
City Attorney

CITY OF SAN GABRIEL

By:

_____ Dated: _____

Mark Lazzaretto, City Manager

ATTEST:

_____

Julie Nguyen
City Clerk

APPROVED AS TO FORM:

_____

Keith Lemieux
City Attorney

CITY OF SAN MARINO

By:

_____ Dated: _____

Tony Chou, Mayor

ATTEST:

_____

Philippe Eskandar
City Manager

APPROVED AS TO FORM:

_____

Joseph Montes
City Attorney

CITY OF SOUTH EL MONTE

By:

_____ Dated: _____

Rene Salas, City Manager

ATTEST:

_____

Adrian Garcia
City Clerk

APPROVED AS TO FORM:

_____

Susie Altamirano
City Attorney

CITY OF SOUTH PASADENA

By:

_____ Dated: _____

Todd Hileman, City Manager

ATTEST:

_____

Nikima Newsome
Chief City Clerk

APPROVED AS TO FORM:

_____

Roxanne Diaz
City Attorney

CITY OF TEMPLE CITY

By:

_____ Dated: _____

William Man, Mayor

ATTEST:

_____

Peggy Kuo
City Clerk

APPROVED AS TO FORM:

_____

Greg Murphy
City Attorney

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

By:

_____ Dated: _____

Marisa Creter, Executive Director

ATTEST:

_____

Mackenzie Bolger
Acting Sustainability Manager

APPROVED AS TO FORM:

_____

Cassie Trapesonian
Counsel for the SGVCOG

EXHIBIT A
MOA Scope of Work

The purpose of this MOA is to facilitate compliance with the ULAR WMG with the MS4 Permit. The tasks below outline the broadly expected work anticipated to comply with the Permit.

MONITORING SERVICES
This includes all tasks required to comply with the monitoring requirements established in the MS4 Permit and associated documents. This includes but is not limited to implementation of the ULAR CIMP (Coordinated Integrated Monitoring Program), which includes but is not limited to the following activities:

- Receiving Water Monitoring
- Stormwater Outfall Monitoring
- Non-Stormwater Outfall Monitoring
- Urban Lakes Monitoring
- Data Management
- Capital, Operation, and Maintenance Activities
- Purchasing, maintaining, and replacing equipment (capital costs) necessary for monitoring activities
- Development of the monitoring sections to be included in the Annual Report (e.g. trends analysis, Total Maximum Daily Load (TMDL) attainment, summary of monitoring activities)
- Annual Reconciliation of the MONITORING SERVICES under the MOA.
- This work may include additional activities and requirements based upon the March 2023 CIMP revisions and other future CIMP revisions, and subsequent requirements for the Regional Board.

The CITY is responsible for completing the MONITORING SERVICES in this MOA, including by utilizing consultant support services.

WMP-RELATED TASKS
This includes all tasks required to comply with the MS4 Permit, as well as other work that is determined to advance the PARTIES' efforts in complying with the MS4 Permit. The ULAR WMG is required to complete the following activities as part of the ULAR Watershed Management Program (WMP). This includes but is not limited to the sub-tasks defined below:

- Annual Reporting (including the WMP Progress Report)
- Adaptive Management
- Trash Monitoring and Reporting Plan (TMRP)
- WMP Revisions
- Website management (lastormh2o.org)
- California Stormwater Quality Association (CASQA) Membership
- Coordination with the PARTIES and the Regional Board for MS4 Permit renewal as related to CIMP and WMP implementation
- Potential penalties or fines from the Regional Board for Permit Notices of Violations or other similar violations

Contracts regarding WMP-RELATED TASKS will be administered by the SGVCOG. The lead agency of the ULAR WMG will provide subject-matter expertise and project management support to SGVCOG and its consultants for the purposes of completing this task.

CONTRACT ADMINISTRATION

This includes any and all tasks associated with administering this MOA, including but not limited to the following:

- Facilitate the development of agreements and subsequent amendments for the ULAR WMG.
- Manage procurements, contracting, and contract administration for consultants and contractors, with the lead agency of the ULAR WMG providing subject-matter expertise and project management support. This includes establishing and managing a bench of technical consultants that may be utilized by any PARTY.
- Distribute invoices and collect payment from PARTIES.
- Pay invoices from the City, upon receipt of invoice, as established in Section 8(a) of the MOA.
- Manage the MOA budget in coordination with the lead agency of the ULAR WMG.
- Facilitate the preparation of ULAR WMG administrative procedures by ULAR WMG and ensure compliance with these procedures.
- Annual Reconciliation of WMP-RELATED TASKS under the MOA.

The CONTRACT ADMINISTRATION tasks will be completed by the SGVCOG. Additional tasks may be identified in the process of complying with the Permit, at which point the ULAR WMG would determine the optimal approach to ensuring that the ULAR WMG remains in compliance with all aspects of the MS4 Permit and its associated documents.

EXHIBIT B
MOA Cost Estimates

Table of Contents

Table 1. Distribution of Combined Annual Implementation Costs (CIMP/WMP/CASQA/SGVCOG fee) 34
Table 2. Distribution of Cost for Implementing Total ULAR CIMP Monitoring Services 35
Table 2A. Costs for General CIMP Monitoring Services 36
Table 2A(i). Distribution of Costs for General CIMP Monitoring Services 37
Table 2B. Costs for Legg Lake Monitoring 38
Table 2B(i). Distribution of Costs for Legg Lake Monitoring 38
Table 3. Distribution of Costs for Implementing WMP-Related Tasks (including CASQA fees). 39
Table 3A. Costs for Implementing General WMP-Related Tasks 40
Table 3B. Distribution of Costs for CASQA Membership Fees 41
Table 4. SGVCOG Annual Contract Management Fees 42

Table 1. Distribution of Combined Annual Implementation Costs (CIMP/WMP/CASQA/SGVCOG fee)

Agency	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	Total (5 years)
LACFCD	$80,591	$76,998	$94,622	$78,862	$78,420	$409,493
City of Los Angeles	$918,866	$903,743	$1,102,469	$913,352	$928,264	$4,766,694
County of Los Angeles	$234,333	$215,817	$261,008	$234,484	$221,965	$1,167,607
City of Alhambra	$24,756	$24,348	$29,703	$24,608	$25,010	$128,425
City of Burbank	$56,237	$55,312	$67,474	$55,900	$56,813	$291,736
City of Calabasas	$20,303	$19,969	$24,360	$20,181	$20,512	$105,325
City of Glendale	$99,280	$97,647	$119,117	$98,684	$100,295	$515,023
City of Hidden Hills	$4,871	$4,792	$5,845	$4,842	$4,921	$25,271
City of La Canada Flintridge	$28,052	$27,589	$33,656	$27,884	$28,338	$145,519
City of Montebello	$27,149	$26,702	$32,575	$26,987	$27,427	$140,840
City of Monterey Park	$25,098	$24,684	$30,113	$24,947	$25,354	$130,196
City of Pasadena	$75,041	$73,807	$90,036	$74,591	$75,808	$389,283
City of Rosemead	$16,780	$16,505	$20,134	$16,680	$16,953	$87,052
City of San Fernando	$7,692	$7,565	$9,229	$7,645	$7,770	$39,901
City of San Gabriel	$13,406	$13,184	$16,083	$13,325	$13,543	$69,541
City of San Marino	$12,214	$12,013	$14,654	$12,140	$12,338	$63,359
City of South El Monte	$28,551	$16,661	$18,559	$29,592	$17,341	$110,704
City of South Pasadena	$11,081	$10,898	$13,294	$11,014	$11,193	$57,480
City of Temple City	$13,059	$12,843	$15,668	$12,980	$13,193	$67,743
Total	**$1,697,360**	**$1,641,077**	**$1,998,599**	**$1,688,698**	**$1,685,458**	**$8,711,192**

Table 2. Distribution of Cost for Implementing Total ULAR CIMP Monitoring Services

Agency	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	Total (5 years)
LACFCD	$64,206	$60,415	$61,469	$61,871	$61,219	$309,180
City of Los Angeles	$686,595	$660,166	$671,677	$659,174	$668,487	$3,346,099
County of Los Angeles	$181,742	$160,665	$163,466	$176,932	$163,145	$845,950
City of Alhambra	$18,498	$17,786	$18,097	$17,760	$18,011	$90,152
City of Burbank	$42,021	$40,404	$41,108	$40,343	$40,913	$204,789
City of Calabasas	$15,171	$14,587	$14,841	$14,565	$14,771	$73,935
City of Glendale	$74,184	$71,329	$72,572	$71,221	$72,228	$361,534
City of Hidden Hills	$3,640	$3,500	$3,561	$3,494	$3,544	$17,739
City of La Canada Flintridge	$20,961	$20,154	$20,505	$20,124	$20,408	$102,152
City of Montebello	$20,286	$19,505	$19,846	$19,476	$19,751	$98,864
City of Monterey Park	$18,753	$18,031	$18,346	$18,004	$18,258	$91,392
City of Pasadena	$56,072	$53,914	$54,854	$53,833	$54,593	$273,266
City of Rosemead	$12,539	$12,057	$12,267	$12,039	$12,209	$61,111
City of San Fernando	$5,748	$5,527	$5,623	$5,518	$5,596	$28,012
City of San Gabriel	$10,017	$9,631	$9,799	$9,617	$9,753	$48,817
City of San Marino	$9,126	$8,775	$8,928	$8,762	$8,885	$44,476
City of South El Monte	$26,509	$14,519	$14,771	$27,356	$15,057	$98,212
City of South Pasadena	$8,280	$7,961	$8,100	$7,949	$8,061	$40,351
City of Temple City	$9,758	$9,382	$9,546	$9,368	$9,501	$47,555
Total Estimated Cost of CIMP	**$1,284,106**	**$1,208,308**	**$1,229,376**	**$1,237,406**	**$1,224,390**	**$6,183,586**

Note:

1. Total cost = General CIMP + Legg Lake

Table 2A. Costs for General CIMP Monitoring Services

ULAR CIMP General Monitoring Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Labor (Receiving Water and Storm Water Outfall)	$275,000	$250,000	$250,000	$250,000	$250,000
Laboratory Analysis (Receiving Water and Storm Water Outfall)	$345,898	$321,833	$321,833	$320,715	$320,715
Laboratory Data Handling Fee (15%)	$51,885	$48,275	$48,275	$48,107	$48,107
Laboratory Analysis (TIE)	$33,000	$49,500	$49,500	$16,500	$16,500
Contract Services	$220,000	$200,000	$200,000	$200,000	$200,000
Equipment	$96,904	$96,904	$96,904	$96,904	$93,793
Administrative Fee (5%)	$51,134	$48,326	$48,326	$46,611	$46,456
Sub-Total	$1,073,821	$1,014,838	$1,014,838	$978,837	$975,571
Contingency (15%)	$161,073	$152,226	$152,226	$146,826	$146,336
Annual Escalation (2%)	$0	$20,297	$40,999	$59,913	$80,418
Total	**$1,234,894**	**$1,187,360**	**$1,208,063**	**$1,185,575**	**$1,202,325**

Table 2A(i). Distribution of Costs for General CIMP Monitoring Services

Agency	Land Area (acres)	% of Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	Total (5 years)
LACFCD (5%)	--	--	$61,745	$59,368	$60,403	$59,279	$60,116	$300,911
City of Los Angeles	181,288.00	58.53%	$686,595	$660,166	$671,677	$659,174	$668,487	$3,346,099
County of Los Angeles	41,048.07	13.25%	$155,462	$149,478	$152,084	$149,253	$151,362	$757,639
City of Alhambra	4,884.31	1.58%	$18,498	$17,786	$18,097	$17,760	$18,011	$90,152
City of Burbank	11,095.20	3.58%	$42,021	$40,404	$41,108	$40,343	$40,913	$204,789
City of Calabasas	4,005.68	1.29%	$15,171	$14,587	$14,841	$14,565	$14,771	$73,935
City of Glendale	19,587.50	6.32%	$74,184	$71,329	$72,572	$71,221	$72,228	$361,534
City of Hidden Hills	961.03	0.31%	$3,640	$3,500	$3,561	$3,494	$3,544	$17,739
City of La Canada Flintridge	5,534.46	1.79%	$20,961	$20,154	$20,505	$20,124	$20,408	$102,152
City of Montebello	5,356.38	1.73%	$20,286	$19,505	$19,846	$19,476	$19,751	$98,864
City of Monterey Park	4,951.51	1.60%	$18,753	$18,031	$18,346	$18,004	$18,258	$91,392
City of Pasadena	14,805.30	4.78%	$56,072	$53,914	$54,854	$53,833	$54,593	$273,266
City of Rosemead	3,310.87	1.07%	$12,539	$12,057	$12,267	$12,039	$12,209	$61,111
City of San Fernando	1,517.64	0.49%	$5,748	$5,527	$5,623	$5,518	$5,596	$28,012
City of San Gabriel	2,644.87	0.85%	$10,017	$9,631	$9,799	$9,617	$9,753	$48,817
City of San Marino	2,409.64	0.78%	$9,126	$8,775	$8,928	$8,762	$8,885	$44,476
City of South El Monte	1,594.16	0.51%	$6,038	$5,805	$5,906	$5,796	$5,878	$29,423
City of South Pasadena	2,186.20	0.71%	$8,280	$7,961	$8,100	$7,949	$8,061	$40,351
City of Temple City	2,576.50	0.83%	$9,758	$9,382	$9,546	$9,368	$9,501	$47,555
Total	**309,757.32**	**100.00%**	**$1,234,894**	**$1,187,360**	**$1,208,063**	**$1,185,575**	**$1,202,325**	**$6,018,217**

Note:

1. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 2B. Costs for Legg Lake Monitoring

CIMP Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31
Legg Lake	$35,439	$14,827	$14,827	$35,439	$14,827
Laboratory Data Handling Fee (15%)	$5,316	$2,224	$2,224	$5,316	$2,224
Administrative Fee (5%)	$2,038	$853	$853	$2,038	$853
Sub-Total	$42,793	$17,904	$17,904	$42,793	$17,904
Contingency (15%)	$6,419	$2,686	$2,686	$6,419	$2,686
Annual Escalation (2%)	$0	$358	$723	$2,619	$1,476
Legg Lake (Total)	**$49,212**	**$20,948**	**$21,313**	**$51,831**	**$22,065**

Table 2B(i). Distribution of Costs for Legg Lake Monitoring

Agency	Land Area (acres)	% of Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	Total (5 years)
LACFCD (5%)	--	--	$2,461	$1,047	$1,066	$2,592	$1,103	$8,269
County of Los Angeles	2,044.68	56.21%	$26,280	$11,187	$11,382	$27,679	$11,783	$88,311
South El Monte	1,592.68	43.79%	$20,471	$8,714	$8,865	$21,560	$9,179	$68,789
Legg Lake (Total)	**3,637.35**	**100.00%**	**$49,212**	**$20,948**	**$21,313**	**$51,831**	**$22,065**	**$165,369**

Note:

1. Legg Lake now has a fish tissue monitoring requirement at a frequency of once every three years.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing the cost among the other agencies.

Table 3. Distribution of Costs for Implementing WMP-Related Tasks (including CASQA fees)

ULAR WMP Cost Distribution + CASQA						
Agency	**Fiscal Year 26-27**	**Fiscal Year 27-28**	**Fiscal Year 28-29**	**Fiscal Year 29-30**	**Fiscal Year 30-31**	**Total (5 years)**
LACFCD	$11,385	$11,583	$28,153	$11,991	$12,201	$75,313
City of Los Angeles	$176,671	$187,977	$375,192	$198,578	$204,177	$1,142,595
County of Los Angeles	$40,002	$42,563	$84,953	$44,963	$46,231	$258,712
City of Alhambra	$4,760	$5,064	$10,108	$5,350	$5,501	$30,783
City of Burbank	$10,813	$11,505	$22,963	$12,154	$12,497	$69,932
City of Calabasas	$3,903	$4,153	$8,290	$4,387	$4,512	$25,245
City of Glendale	$19,089	$20,311	$40,538	$21,456	$22,060	$123,454
City of Hidden Hills	$936	$997	$1,989	$1,053	$1,082	$6,057
City of La Canada Flintridge	$5,394	$5,738	$11,454	$6,063	$6,233	$34,882
City of Montebello	$5,220	$5,554	$11,086	$5,868	$6,033	$33,761
City of Monterey Park	$4,826	$5,134	$10,248	$5,424	$5,577	$31,209
City of Pasadena	$14,428	$15,352	$30,641	$16,217	$16,674	$93,312
City of Rosemead	$3,226	$3,433	$6,852	$3,626	$3,729	$20,866
City of San Fernando	$1,479	$1,573	$3,141	$1,662	$1,709	$9,564
City of San Gabriel	$2,578	$2,742	$5,473	$2,897	$2,979	$16,669
City of San Marino	$2,349	$2,499	$4,987	$2,639	$2,714	$15,188
City of South El Monte	$1,553	$1,653	$3,299	$1,747	$1,795	$10,047
City of South Pasadena	$2,131	$2,267	$4,524	$2,395	$2,462	$13,779
City of Temple City	$2,511	$2,671	$5,332	$2,822	$2,902	$16,238
Total Estimated Cost of WMP + CASQA	**$313,254**	**$332,769**	**$669,223**	**$351,292**	**$361,068**	**$2,027,606**

Note:

1. Total cost = General WMP + CASQA Fees.

Table 3A. Costs for Implementing General WMP-Related Tasks

WMP Component	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	Total (5 years)
Semi-Annual Progress Report (June)	$40,000	$40,000	$40,000	$40,000	$40,000	$200,000
Annual Reporting Package (December)	$80,000	$80,000	$80,000	$80,000	$80,000	$400,000
WMP Revisions/RAA/Adaptive Management	$0	$0	$250,000	$0	$0	$250,000
Trash Monitoring and Reporting Plan (TMRP)	$60,000	$60,000	$60,000	$60,000	$60,000	$300,000
Program Management (10%)	$18,000	$18,000	$43,000	$18,000	$18,000	$115,000
Sub-Total	$198,000	$198,000	$473,000	$198,000	$198,000	$1,265,000
Contingency (15%)	$29,700	$29,700	$70,950	$29,700	$29,700	$189,750
Annual Escalation (2% per year)	$0	$3,960	$19,109	$12,119	$16,322	$51,510
WMP Program Management Cost (Total)	**$227,700**	**$231,660**	**$563,059**	**$239,819**	**$244,022**	**$1,506,260**

Note:

1. Annual Report package includes semiannual progress report.

Table 3B. Distribution of Costs for CASQA Membership Fees

Agency	Land Area (acres)	% of Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	Total (5 years)
City of Los Angeles	181,288.00	58.53%	$50,071	$59,175	$62,134	$65,240	$68,502	$305,122
County of Los Angeles	41,048.07	13.25%	$11,337	$13,399	$14,069	$14,772	$15,511	$69,088
City of Alhambra	4,884.31	1.58%	$1,349	$1,594	$1,674	$1,758	$1,846	$8,221
City of Burbank	11,095.20	3.58%	$3,065	$3,622	$3,803	$3,993	$4,193	$18,676
City of Calabasas	4,005.68	1.29%	$1,106	$1,307	$1,373	$1,441	$1,514	$6,741
City of Glendale	19,587.50	6.32%	$5,410	$6,394	$6,713	$7,049	$7,401	$32,967
City of Hidden Hills	961.03	0.31%	$265	$314	$329	$346	$363	$1,617
City of La Canada Flintridge	5,534.46	1.79%	$1,529	$1,806	$1,897	$1,992	$2,091	$9,315
City of Montebello	5,356.38	1.73%	$1,479	$1,748	$1,836	$1,928	$2,024	$9,015
City of Monterey Park	4,951.51	1.60%	$1,368	$1,616	$1,697	$1,782	$1,871	$8,334
City of Pasadena	14,805.30	4.78%	$4,089	$4,833	$5,074	$5,328	$5,594	$24,918
City of Rosemead	3,310.87	1.07%	$914	$1,081	$1,135	$1,191	$1,251	$5,572
City of San Fernando	1,517.64	0.49%	$419	$495	$520	$546	$573	$2,553
City of San Gabriel	2,644.87	0.85%	$731	$863	$906	$952	$999	$4,451
City of San Marino	2,409.64	0.78%	$666	$787	$826	$867	$911	$4,057
City of South El Monte	1,594.16	0.51%	$440	$520	$546	$574	$602	$2,682
City of South Pasadena	2,186.20	0.71%	$604	$714	$749	$787	$826	$3,680
City of Temple City	2,576.50	0.83%	$712	$841	$883	$927	$974	$4,337
Total	**309,757.32**	**100.00%**	**$85,554**	**$101,109**	**$106,164**	**$111,473**	**$117,046**	**$521,346**

Note:

1. LACFCD will retain its own CASQA membership.
2. 5% escalation is added to CASQA membership fee after FY27-28

Table 4. SGVCOG Annual Contract Management Fees

	Land Area (acres)	% of Area	Fiscal Year 26-27	Fiscal Year 27-28	Fiscal Year 28-29	Fiscal Year 29-30	Fiscal Year 30-31	Total (5 years)
LACFCD (5%)	--	--	$5,000	$5,000	$5,000	$5,000	$5,000	$25,000
City of Los Angeles	181,288.00	58.53%	$55,600	$55,600	$55,600	$55,600	$55,600	$278,000
County of Los Angeles	41,048.07	13.25%	$12,589	$12,589	$12,589	$12,589	$12,589	$62,945
City of Alhambra	4,884.31	1.58%	$1,498	$1,498	$1,498	$1,498	$1,498	$7,490
City of Burbank	11,095.20	3.58%	$3,403	$3,403	$3,403	$3,403	$3,403	$17,015
City of Calabasas	4,005.68	1.29%	$1,229	$1,229	$1,229	$1,229	$1,229	$6,145
City of Glendale	19,587.50	6.32%	$6,007	$6,007	$6,007	$6,007	$6,007	$30,035
City of Hidden Hills	961.03	0.31%	$295	$295	$295	$295	$295	$1,475
City of La Canada Flintridge	5,534.46	1.79%	$1,697	$1,697	$1,697	$1,697	$1,697	$8,485
City of Montebello	5,356.38	1.73%	$1,643	$1,643	$1,643	$1,643	$1,643	$8,215
City of Monterey Park	4,951.51	1.60%	$1,519	$1,519	$1,519	$1,519	$1,519	$7,595
City of Pasadena	14,805.30	4.78%	$4,541	$4,541	$4,541	$4,541	$4,541	$22,705
City of Rosemead	3,310.87	1.07%	$1,015	$1,015	$1,015	$1,015	$1,015	$5,075
City of San Fernando	1,517.64	0.49%	$465	$465	$465	$465	$465	$2,325
City of San Gabriel	2,644.87	0.85%	$811	$811	$811	$811	$811	$4,055
City of San Marino	2,409.64	0.78%	$739	$739	$739	$739	$739	$3,695
City of South El Monte	1,594.16	0.51%	$489	$489	$489	$489	$489	$2,445
City of South Pasadena	2,186.20	0.71%	$670	$670	$670	$670	$670	$3,350
City of Temple City	2,576.50	0.83%	$790	$790	$790	$790	$790	$3,950
Total	**309,757.32**	**100.00%**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$100,000**	**$500,000**

Note:

1. SGVCOG fee is $100,000 per year.
2. LACFCD is responsible for 5% of the Total Cost, which is subtracted before distributing cost among the other agencies.

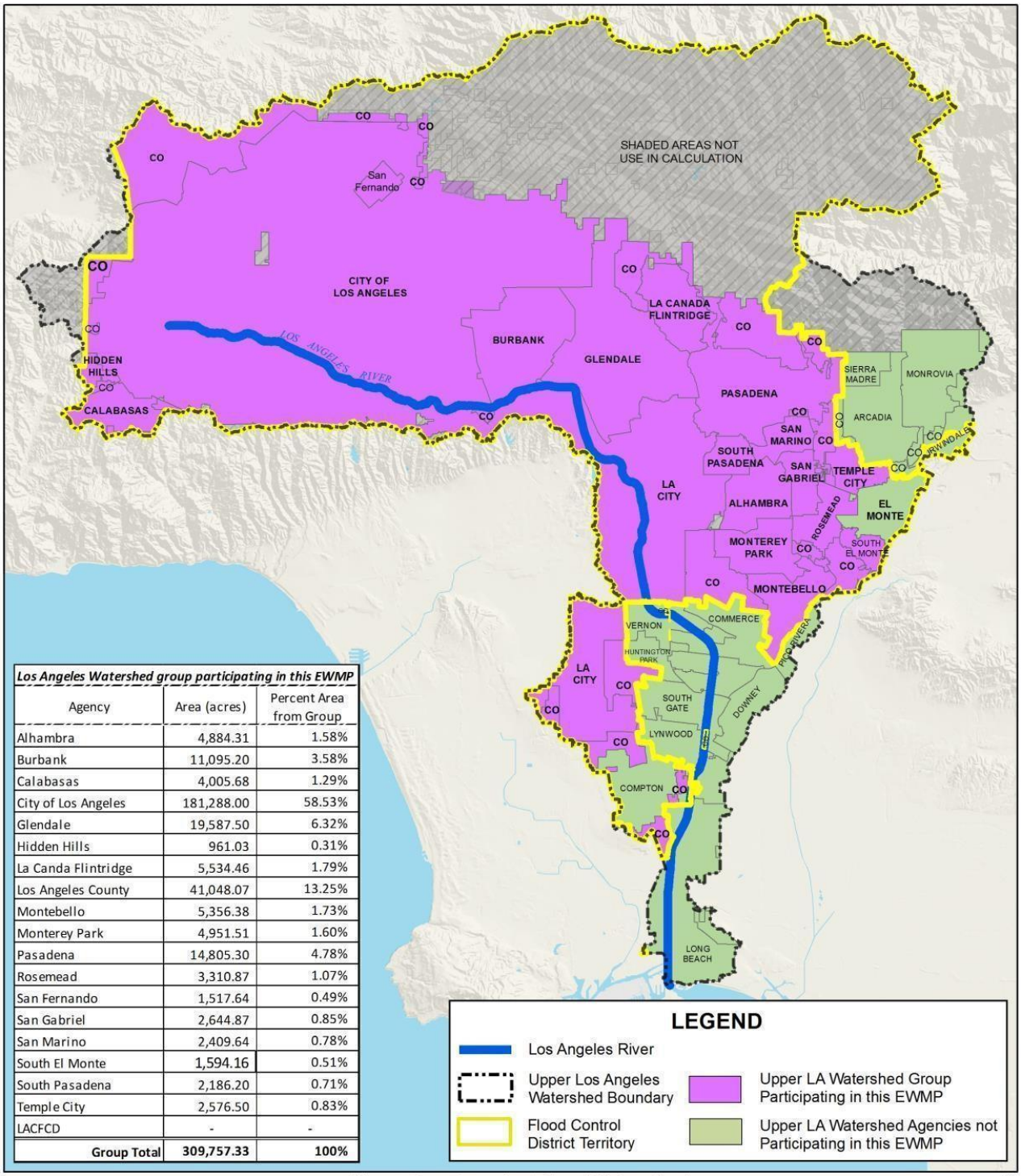
EXHIBIT C
Upper Los Angeles River WMP/CIMP Responsible Agencies Representatives and SGVCOG Contact

Agency Address	Agency Contact
City of Los Angeles Department of Public Works Bureau of Sanitation, Watershed Protection Division 1149 S. Broadway Los Angeles, CA 90015	Miller Zou E-mail: miller.zou@lacity.org Phone: (213) 485-2046
County of Los Angeles Department of Public Works Stormwater Quality Division, Building A-9 East, 1st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Hannah Dewey E-mail: hdewey@dpw.lacounty.gov Phone: (626) 300-4665
Los Angeles County Flood Control District Department of Public Works Stormwater Quality Division, Building A-9 East, 1st Floor 1000 South Fremont Avenue Alhambra, CA 91803	Jalaine Verdiner E-mail: jquintr@dpw.lacounty.gov Phone: (626) 300-4666
City of Alhambra 111 South First Street Alhambra, CA 91801-3796	Latoya Waters E-Mail: lwaters@alhambraca.gov Phone: (626) 570-5036 Eddie Villegas E-mail: evillegas@alhambraca.gov Phone: (626) 570-5069
City of Burbank P.O. Box 6459 Burbank, CA 91510	Stephen Walker E-mail: SWalker@burbankca.gov Phone: (818) 238-3804
City of Calabasas 100 Civic Center Way Calabasas, CA 91302-3172	Curtis Castle Email: ccastle@cityofcalabasas.com Phone: (818) 224-1600 Melanis Stepanian Email: mstepanian@cityofcalabasas.com Phone: (818) 224-1680
City of Glendale Engineering Section 633 East Broadway, Room 209 Glendale, CA 91206-4308	Marc David E-mail: mdavid@glendaleca.gov Phone: (818) 937-8207
City of Hidden Hills 6165 Spring Valley Road Hidden Hills, CA 91302	Gloria Molleda E-mail: gloria@hiddenhills.gov Phone: (818) 888-9281
City of La Canada Flintridge 1327 Foothill Blvd. La Canada Flintridge, CA 91011-2137	Maged El-Rabaa E-mail: melrabaa@lcf.ca.gov Phone: (818) 790-8882 Nasser Shoushtarian E-mail: nasser.sh@lcf.ca.gov

	Phone: (818) 790-8882
City of Montebello 1600 W Beverly Blvd Montebello, CA 90640	Cesar Roldan E-mail: croldan@montebelloca.gov Phone: (323) 887-1462 Raul Alvarez E-mail: ralvarez@montebelloca.gov Phone: (323) 887-1200
City of Monterey Park 320 West Newmark Avenue Monterey Park, CA 91754-2896	Ziad Mazboudi E-mail: zmazboudi@montereypark.ca.gov Phone: (626) 532-2018 Shawn Igoe E-mail: sigoe@montereypark.ca.gov Phone: (626) 307-1320 Xochitl Tipan E-mail: xtipan@montereypark.ca.gov Phone: (626) 307-1383 Patricia Cruz Email: pcruz@montereypark.ca.gov Phone: (626) 307-1285
City of Pasadena 100 N Garfield Ave 3rd Floor, N306 Pasadena, CA 91101-1726	Dawn Petschauer E-mail: dpetschauer@cityofpasadena.net Phone: (626) 744-3929 Brent Maue E-mail: bmaue@cityofpasadena.net January Lee (Invoicing) E-mail: jalee@cityofpasadena.net
City of Rosemead 8838 East Valley Blvd. Rosemead, CA 91770-1787	Danielle Garcia E-mail: dgarcia@cityofrosemead.org Phone: (626) 569-2127
City of San Fernando 117 Macneil Street San Fernando, CA 91340	Bonnie Tam E-mail: btam@sanfernando.gov Phone: (818) 898-1237 Maria Padilla E-mail: mpadilla@sanfernando.gov Phone: (818) 898-1223
City of San Gabriel 425 South Mission Avenue San Gabriel, CA 91775	Michael Sledd E-mail: msledd@sangabriel.gov Phone: (626) 308-2825 Capucine Hernandez E-mail: chernandez@sangabriel.gov Phone: (626) 308-2825
City of San Marino 2200 Huntington Drive San Marino, CA 91108-2691	Amber Shah E-mail: ashah@sanmarinoca.gov Phone: (626) 300-0787

City of South El Monte 1415 Santa Anita Ave. South El Monte, CA 91733	Gerardo Marquez E-mail: gmarquez@soelmonte.org Phone: (626) 444-8184 Jason Espejo E-mail: jespejo@soelmonte.org Phone: (626) 246-7777 Rene Salas E-mail: rsalas@soelmonte.org Phone: (626) 579-6540
City of South Pasadena 1414 Mission Street South Pasadena, CA 91020-3298	Anteneh Tesfaye E-mail: atesfaye@southpasadenaca.gov Phone: (626) 403-7240 Michael Vartanians E-mail: mvartanians@southpasadenaca.gov Phone: (626) 403-7240
City of Temple City 9701 Las Tunas Drive Temple City, CA 91780	Andrew Coyne E-mail: acoyne@templecityca.gov Phone: (626) 285-2171 Ext. 4344 Bryan Cook E-mail: bcook@templecityca.gov Phone: (626) 285-2171 Ext. 4105
San Gabriel Valley Council of Governments 1333 Mayflower Avenue, Suite 360 Monrovia, CA 91016	Mackenzie Bolger E-mail: mbolger@sgvcog.org Phone: (626) 214-1316 Marisa Creter E-mail:mcreter@sgvcog.org Phone: (626) 457-1800

EXHIBIT D
Upper Los Angeles River Watershed



Los Angeles Watershed group participating in this EWMP

Agency	Area (acres)	Percent Area from Group
Alhambra	4,884.31	1.58%
Burbank	11,095.20	3.58%
Calabasas	4,005.68	1.29%
City of Los Angeles	181,288.00	58.53%
Glendale	19,587.50	6.32%
Hidden Hills	961.03	0.31%
La Canda Flintridge	5,534.46	1.79%
Los Angeles County	41,048.07	13.25%
Montebello	5,356.38	1.73%
Monterey Park	4,951.51	1.60%
Pasadena	14,805.30	4.78%
Rosemead	3,310.87	1.07%
San Fernando	1,517.64	0.49%
San Gabriel	2,644.87	0.85%
San Marino	2,409.64	0.78%
South El Monte	1,594.16	0.51%
South Pasadena	2,186.20	0.71%
Temple City	2,576.50	0.83%
LACFCD	-	-
Group Total	**309,757.33**	**100%**

3 1.5 0 3 Miles

Upper Los Angeles River Watershed
EWMP Agencies

N

BUREAU OF SANITATION

ENRIQUE C. ZALDIVAR
DIRECTOR

SHAHRAM KHARAGHANI
PROGRAM MANAGER

ULARW_EWMPAgencies	DRAWN BY: NH	CHECKED BY: VD	DATE CREATED 6-18-13 / DATE REVISED 3-3-15	This map shall not be copied or reproduced, all or any part thereof, whether for distribution or resale,without the proper written permission of the Dept. of Public Works, City of Los Angeles Thomas Bros Data reproduce with permission granted by THOMAS BROS MAP

WATERSHED PROTECTION DIVISION

EXHIBIT E
Reconciliation Template

CIMP Component Reconciliation					
CIMP Component - General Monitoring					
General Monitoring	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
Budget (MOA)	$				
Actual	$				
Total Remaining	$				
CIMP Component - Non-Stormwater Monitoring					
Non-Stormwater Monitoring	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
Budget (MOA)	$				
Actual	$				
Total Remaining	$				
CIMP Component - Total	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31
Budget (MOA)	$				
Actual	$				
Total Remaining	$				

WMP Component Reconciliation				
WMP MOA Table Item	Budget (MOA)	Actual (To Date)	Anticipated	Balance
Annual Report	$			
Semi-Annual Report	$			
Adaptive Management	$			
Los Angeles Report of Waste Discharge	$			
Trash Monitoring & Reporting Plan	$			
Total	$			

Note:
1. the line items shown in this Exhibit are placeholders and are subject to change]

City Council
Agenda Report

ITEM NO. 7

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Roger Sung, Human Resources Director

SUBJECT: **CONSIDERATION TO ADOPT RESOLUTION 8021 RESCINDING SECTION 2 OF RESOLUTION NO. 7979 AND INSTEAD ESTABLISHING THE CRIME ANALYST AS A REPRESENTED CLASSIFICATION IN THE POLICE OFFICERS' ASSOCIATION (POA) AND APPROVAL OF THE TRI-PARTY AGREEMENT BETWEEN THE CITY, THE PUBLIC SERVICES EMPLOYEES' ASSOCIATION AND THE POLICE OFFICERS' ASSOCIATION MEMORIALIZING THE CHANGE**

Recommendation

It is recommended that the City Council adopt Resolution No. 8021 rescinding Section 2 of Resolution No. 7979 removing the Crime Analyst classification from the Public Service Employees' Association, establishing the Crime Analyst as a represented classification in the Police Officers' Association and approving the tri-party agreement memorializing the bargaining unit transition.

Executive Summary

On February 18, 2026, the City Council adopted Resolution No. 7979, which established the Crime Analyst classification and salary range and designated the classification as represented by Public Services Employees' Association (PSEA). Resolution No. 7979 also reclassified an existing Police Assistant I (Police Dispatcher) position to Crime Analyst.

As the Crime Analyst classification was further developed and its operational role within the Police Department was evaluated, the City determined that the Police Officers' Association (POA) is the more appropriate association. The classification performs specialized analytical and intelligence-related work, supports investigations and deployment decisions, accesses law-enforcement databases and confidential records, and works closely with Police Department command, investigative, dispatch, and support functions.

PSEA and POA have reviewed the proposed transition and concur with transferring the classification to POA. A tri-party agreement has been signed by all parties to document the parties' mutual understanding. To implement this action, Resolution No. 8021 would rescind Section 2 of Resolution No. 7979, which designates the Crime Analyst as represented by PSEA. Resolution No. 8021 would then separately establish the Crime Analyst as represented by POA. All other provisions of Resolution 7979 would remain unchanged. Last, Resolution 8021 approves the tri-party agreement.

Background
Resolution No. 7979 established the Crime Analyst classification, job specification, and salary range; assigned the classification to PSEA; and reclassified an existing Police Assistant I position to Crime Analyst.

After further evaluating the position's integration with Police Department operations and access to confidential law-enforcement information, the City consulted with PSEA and POA. Both associations agreed that POA is the more appropriate bargaining unit.

Analysis
Although the Crime Analyst is a civilian, non-sworn classification, its work is closely integrated with Police Department operations. The position supports investigations, crime-pattern analysis, deployment planning, situational awareness, and the allocation of police resources. It also requires access to confidential criminal-justice databases, records, and intelligence information.

Placement in POA provides greater alignment with other civilian Police Department classifications and supports consistent labor-relations administration for positions directly integrated with law-enforcement operations.

The proposed rescission to Section 2 of Resolution No. 7979 is recommended to align the Crime Analyst classification with the bargaining unit that most closely reflects its operational placement, duties, and access to sensitive law-enforcement information. Although the classification was initially assigned to PSEA, further review determined that POA is the more appropriate representative unit given the position's integration with Police Department operations and its handling of confidential criminal-justice data. PSEA and POA have concurred with the transition, and the amendment changes only to the bargaining unit designation; the established job specification, salary range, and other provisions of Resolution No. 7979 remain unchanged. Resolution No. 8021 will place the crime analysis position in the POA as well as approved the executed tri-party agreement between the City, PSEA and POA memorializing the transition of the position to the POA.

Fiscal Impact
The proposed action does not, by itself, change the Crime Analyst salary range, job specification, position allocation, or authorized staffing level. Accordingly, no immediate fiscal impact is anticipated from amending the bargaining-unit designation. Any future compensation or benefit changes applicable to the classification would be addressed through the applicable POA memorandum of understanding and the City's regular budget and labor-relations processes.

Attachment:
Attachment 1: Resolution No. 8021 - Crime Analyst, POA Designation
Attachment 2: Resolution No. 7979
Attachment 3: Tri-Party Agreement- Crime Analyst Bargaining Unit Placement

Attachment No. 1

RESOLUTION NO. 8021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, CONSIDERATION TO ADOPT RESOLUTION 8021 RESCINDING RESOLUTION NO. 7979 AND ESTABLISHING THE CRIME ANALYST AS A REPRESENTED CLASSIFICATION IN THE POLICE OFFICERS' ASSOCIATION

WHEREAS, on February 18, 2026, the City Council adopted Resolution No. 7979, which established the Crime Analyst classification and salary range;

WHEREAS, Section 2 of Resolution No. 7979 designates the Crime Analyst as a represented classification in the Public Services Employees' Association (PSEA);

WHEREAS, the City determined that the Crime Analyst is more appropriately represented by the Police Officers' Association (POA);

WHEREAS, PSEA and POA have reviewed the proposed association transition and concur with removing the Crime Analyst from PSEA and establishing the classification as represented by POA; and

WHEREAS, the City, PSEA, and POA have executed a tri-party agreement memorializing their mutual agreement regarding the association placement of the Crime Analyst;

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

SECTION 1. Section 2 of Resolution No. 7979 is hereby rescinded in its entirety.

SECTION 2. The Crime Analyst is a represented classification in the Police Officers' Association.

SECTION 3. Except as amended by this Resolution, all other provisions of Resolution No. 7979 remain unchanged and in full force and effect.

SECTION 4. The City Council hereby approves the tri-party agreement among the City, Public Service Employees Association, and Police Officers' Association memorializing the bargaining unit transition of the Crime Analyst classification and authorizes the City Manager to take all actions to effectuate the change.

SECTION 5. This Resolution shall take effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on this 5th day of August 2026.

_____
Sheila Rossi, Mayor

ATTEST:

_____
Nikima S. Newsome, Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing Resolution No. 8021 was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th of August 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Nikima S. Newsome, Chief City Clerk

Attachment 2

CITY OF SOUTH PASADENA
RESOLUTION NO. 7979

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ESTABLISHING A NEW CRIME ANALYST JOB SPECIFICATION AND SALARY RANGE, UPDATING JOB TITLES AND RECLASSIFYING TWO POSITIONS IN THE COMMUNITY SERVICES AND POLICE DEPARTMENT

WHEREAS, the City recommends to adopt the job specification and salary range for the Crime Analyst position;

WHEREAS, the City recommends retitling the Police Assistant I to Police Dispatcher;

WHEREAS, the City recommends retitling the Police Assistant II to Police Services Representative;

WHEREAS, the City recommends reclassifying the Community Services Coordinator to a Senior Management Analyst position;

WHEREAS, the City recommends reclassifying the Police Assistant I (Police Dispatcher) to a Crime Analyst position;

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

SECTION 1. The classification of Crime Analyst is hereby established.

SECTION 2. The Crime Analyst is a represented classification in the Public Service Employees' Association.

SECTION 3. The job description and salary range for the Crime Analyst as set forth in Exhibit A are hereby adopted.

SECTION 4. The retitling of the Police Assistant I to Police Dispatcher is hereby adopted.

SECTION 5. The retitling of the Police Assistant II to Police Services Representative is hereby adopted.

SECTION 6. The reclassification of the Community Services Coordinator to Senior Management Analyst is hereby adopted.

SECTION 7. The reclassification of the Police Assistant I (Police Dispatcher) to Crime Analyst is hereby adopted.

SECTION 8. This Resolution shall take effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED on this 18th day of February 2026.

Sheila Rossi, Mayor

ATTEST:

Nikima S. Newsome, Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 18th of February 2026 by the following vote:

AYES: Braun, Primuth, Cacciotti, Ferguson, Mayor Rossi

NOES: None.

ABSENT: None.

ABSTAINED: None.

Nikima S. Newsome, Chief City Clerk

Attachment No. 2

City of
SOUTH PASADENA

CLASSIFICATION SPECIFICATION

TITLE: **CRIME ANALYST**

DEFINITION: Under the direction of the Sergeant, analyzes, prepares, and disseminates technical information and data relevant to actual and anticipated criminal activity to operational personnel to increase the effectiveness of patrol deployment, crime prevention, and apprehension of suspects.

DISTINGUISHING CHARACTERISTICS:

The Crime Analyst performs highly specialized professional work involving the compilation, maintenance, analysis, and integration of crime and related statistical data to support Police Department operations. This position applies advanced analytical methods to identify crime patterns, trends, groups, and individuals, and provides actionable intelligence for tactical, strategic, and administrative planning and decision-making. The Crime Analyst is a civilian, non-sworn position responsible for performing complex professional and analytical duties requiring independent judgment, technical expertise, and a high degree of accuracy.

EXAMPLES OF DUTIES:

The duties listed below are examples of the work typically performed by employees in this class. An employee may perform other related and emergency duties as required. An employee may perform various duties including, but not limited to:

- Analyze crime reports, field interview cards, arrest records, and other law enforcement data to identify crime patterns, trends, series, hotspots, and emerging threats.
- Utilize Geographic Information Systems (GIS), records management systems, and other analytical software to develop tactical deployment, investigative, and strategic resource allocation recommendations.
- Support criminal investigations by conducting background research, open-source and database searches, link and association analysis, and basic criminal profiling.
- Prepare and disseminate intelligence products, including crime pattern bulletins, known offender bulletins, threat assessments, link charts, and statistical summaries.
- Conduct in-depth research using automated and manual systems (e.g., NIBRS, Motorola FLEX, and other law enforcement databases) to support investigative and analytical needs.
- Prepare periodic and ad hoc analytical reports and presentations for command staff, executive management, and governing bodies regarding crime activity, high-incidence areas, and operational impacts.
- Monitor, maintain, and manage crime, arrest, and intelligence data within records and analytical systems to ensure accuracy, completeness, security, and compliance with applicable laws and Department policies.
- Assist with oversight of records-related workflows, including quality control of reports and data submissions and coordination of public records request responses.
- Validate and vet data sources to ensure information reliability, credibility, and analytical integrity.

- Provide user support related to analytical and records systems, including identifying software needs and assisting with troubleshooting.
- Present analytical findings at briefings, command staff meetings, and other Departmental forums.
- Participate in Departmental and Citywide strategic planning efforts.
- Establish and maintain effective working relationships with local, state, and federal law enforcement agencies and relevant intelligence partners to exchange crime information.
- Attend meetings, briefings, and training as required to maintain technical proficiency, certifications, and awareness of best practices.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

Graduation from an accredited college or university with a bachelor's in criminal justice, public administration, social/behavioral science, computer science, statistics, or a closely related field, and at least two-years of complex statistical and analytical experience with a governmental agency, preferably within a municipal setting. A master's degree is desirable and may be substituted for one-year related experience.

DESIRABLE QUALIFICATIONS:

- A master's degree is desirable and may be substituted for one-year related experience.
- Experience performing advanced analytics such as regression modeling and other statistical methods in a law enforcement environment.
- Specialized coursework or certificates of Geographic Information Systems (GIS).

Note: An equivalent combination of experience, education, and/or training may substitute for the listed minimum requirements.

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Principles, methods, and techniques used to research, analyze, organize, interpret, and present law enforcement, crime, and intelligence data.
- Statistical, comparative, and analytical methodologies applicable to crime analysis, program evaluation, and performance measurement.
- Law enforcement research design, statistical research methodology, and techniques for preparing and interpreting statistical computations, charts, graphs, and reports.
- Crime analysis techniques, including crime–suspect correlations, pattern analysis, link/association analysis, and target profile development to anticipate criminal activity.
- Business and law enforcement computer applications, databases, and software used for data management, statistical analysis, and Geographic Information Systems (GIS).
- Applicable federal, state, and local laws, codes, regulations, and case law governing

criminal justice operations.

- Laws and regulations related to data privacy, criminal history information, records retention, public records disclosure, and the appropriate release of sensitive and confidential information.
- Structure and functions of the criminal justice system and contemporary law enforcement practices.

Ability to:

- Perform and coordinate complex crime and intelligence analysis involving the collection, compilation, evaluation, and interpretation of diverse data sources.
- Analyze raw data and intelligence information to identify crime series, trends, patterns, and emerging threats, including organized criminal activity and other significant public safety risks.
- Apply high-level pattern recognition and analytical reasoning to develop actionable conclusions that support deployment, investigative, and apprehension strategies.
- Use crime analysis and law enforcement software, including Computer Aided Dispatch (CAD), Records Management Systems (RMS), Geographic Information Systems (GIS), and specialized analytical tools (e.g., link analysis, telephone toll analysis, and financial tracing).
- Retrieve, manipulate, and integrate data from multiple electronic and manual information systems.
- Prepare clear, accurate, and concise statistical, analytical, and narrative reports and deliver effective oral presentations.
- Maintain the confidentiality, security, and integrity of sensitive information and investigative materials.
- Communicate effectively, both orally and in writing, with sworn and civilian personnel, management, and external partners.
- Establish and maintain effective working relationships with individuals and agencies contacted in the course of work.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

The work environment characteristics described here are representative of those employee encounters while performing the essential functions of the job. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.

This is essentially a desk job. Physical demands include occasional lifting up to 25 pounds, some reaching, bending, walking, stooping, and squatting. Ability to hear and speak to the general public, and City staff on the telephone and in person. Hand and eye coordination are needed to operate office equipment. Strength, dexterity, coordination and vision to use keyboard and video/computer display terminal. Some work outside regular business hours to attend meetings. Attendance at offsite locations locally may be required.

Special Requirements:

- Must possess a valid California Class "C" Driver's License.

FLSA Status: Non-Exempt

HISTORY:

Established: 02.11.26
Approval/Adoption Date: TBD

RECOMMENDED SALARY RANGE:

Recommended Salary	Step A	Step B	Step C	Step D	Step E
	$7,008.00	$7,359.00	$7,727.00	$8,113.00	$8,519.00

Attachment No. 3

City of
SOUTH PASADENA

TITLE: **POLICE ~~ASSISTANT~~ DISPATCHER**

PURPOSE: This is a non-sworn position with an assigned work schedule of 3-12, 4-10 or 5-8 work schedule depending upon assignment. Under the general supervision of the Watch Commander, handles communications responsibilities by receiving emergency and routine calls and dispatching law enforcement personnel, processes arrestees, including booking and transport to Alhambra Police Department or Sheriff's Central Jail, and performs other duties as required which are deemed beneficial to the Department.

EXAMPLES OF DUTIES:

Duties include, but are not limited to, receiving emergency and routine calls for law enforcement service and dispatching appropriate personnel;

Maintaining radio contact and status of in-field units;

Coordinating with City departments, emergency services, and other government agencies;

Monitoring of other radio frequencies; entering, updating, and retrieving information from national, state and local computer systems;

Maintaining a daily dispatch log; training of other communications personnel;

Receiving reports and complaints from the public by phone and in person;

Providing for the processing, security, health, and welfare of persons in custody; transporting of persons in custody to court and from other law enforcement agencies;

Gathering information and completing reports of selected police incidents;

Providing parking enforcement by issuing citations and towing vehicles for California Vehicle Code and City ordinance violations; assisting with traffic and crowd control;

Processing of evidence and financial transactions;

Accurately preparing related forms and reports for all assigned tasks;

Performing clerical work as required.

Police ~~Assistants~~ Dispatchers may be required to work additional or overtime shifts consistent with Department policies.

EMPLOYMENT STANDARDS

Knowledge of:
English usage, grammar, spelling, and punctuation; typewriter/computer keyboarding; general office procedures and equipment.

Ability to:
Understand and communicate tactfully with the public, persons in custody, and fellow employees; function appropriately in emergency and routine situations with the public, persons in custody, and fellow employees; accurately interpret codes and ordinances and apply investigative techniques to assess compliance; follow through on assignments; make logical interpretations, and come to conclusions from studying facts; operate specified Police Department equipment necessary for completion of daily tasks, such as, but not limited to, police dispatch and records equipment, police computer equipment, police vehicle and portable radios, and police patrol vehicles.

MINIMUM QUALIFICATIONS:

Education and Experience:
A high school diploma or equivalent. Prior dispatch experience (preferably in the public sector) is highly desirable.

Special Requirements
A valid California driver's license; completion of a P.O.S.T. Public Safety Dispatcher Basic Course before or within one year from date of appointment.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

Working Conditions
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. (Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Physical Demands
Candidates must be able to sit or stand for extended periods of time, climb at least five flights of stairs unassisted, coordinate eyes, hands, and fingers in typing; exert light to moderate physical effort, and exert sufficient force to lift, carry, push, pull, or otherwise move objects; and safely and legally control persons in custody.

FLSA Status
Non-exempt.

HISTORY:

Established: January 2005
Approval/Adoption Date: MM.DD.YY

Attachment No. 4

City of
SOUTH PASADENA

TITLE: ~~POLICE ASSISTANT II~~POLICE SERVICES REPRESENTATIVE

PURPOSE: The Police ~~Assistant II~~Services Representative is a classification which may be filled as a specialty assignment for existing classifications assigned to a civilian function including, but not limited to, personnel recruiting and processing, property/evidence management, and coordinating training and P.O.S.T. requirements. Positions in this class may work a shift schedule involving 3-12, 4-10, or 5-8 work weeks. Additional non-sworn duties include police dispatch communications such as receiving emergency and routine calls, dispatching law enforcement personnel, processing arrestees (including booking and transport to Alhambra Police Department or Sheriff's Central Jail), and the performance of other duties as required which are deemed beneficial to the Department.

DISTINGUISHING CHARACTERISTICS:

This is the ~~second~~ Journey level ~~in the Police Assistant class series and recognizes~~ position~~s~~ ~~that are~~ assigned to civilian functions such as personnel, recruiting and processing, property/evidence room management, and coordinating training and P.O.S.T. certificate requirements.

EXAMPLES OF DUTIES:

Duties include, but are not limited to:

Processing police department employment applicants, including preparing and distributing job announcements; advertising in various media for available positions; administering and arranging written, physical fitness, oral interview, background, psychological, and medical testing; conducting POST-style background investigations on applicants; assisting with documentation for potential and new applicants; and issuing department equipment to new employees.

Administer the department's property/evidence room, including intake, processing, storage, testing, release, auction, and disposal of property; maintaining all required documentation; and coordinating with department staff, courts, outside agencies, and private citizens.

Monitor and arrange training for department personnel, including researching appropriate P.O.S.T and legislatively mandated regulations; accomplishing DOJ-required initial and biennial JDIC/CLETS re-certification; coordinating training activities with contractors, vendors, and department personnel; and processing payments and reimbursements.

Receiving emergency and routine calls for law enforcement service and dispatching appropriate personnel;

Maintaining radio contact and status of in-field units;

Coordinating with City departments, emergency services, and other government agencies;

Monitoring of other radio frequencies; entering, updating, and retrieving information from national, state and local computer systems;

Maintaining a daily dispatch log; training of other communications personnel;

Receiving reports and complaints from the public by phone and in person;

Providing for the processing, security, health, and welfare of persons in

custody;
transporting of persons in custody to court and from other law enforcement

agencies; Gathering information and completing reports of selected police

incidents;

Providing parking enforcement by issuing citations and towing vehicles for California Vehicle Code and City ordinance violations; assisting with traffic and crowd control;

Processing of evidence and financial transactions;

Accurately preparing related forms and reports for all assigned tasks;

Performing clerical work as required.

Police ~~Assistants~~ Service Representatives may be required to work additional or overtime shifts consistent with Department policies.

The duties of the Police ~~Assistant II~~Services Representative may be implemented as a rotational assignment to an existing classification, such as Police ~~Assistant~~Dispatcher.

EMPLOYMENT STANDARDS

Knowledge of:
Modern police dispatch and communications practices, procedures, and equipment; processing, security, health, and welfare of persons in custody; English usage, grammar, spelling, and punctuation; typewriter/computer keyboarding; general office procedures and equipment.

Ability to:
Learn and perform the duties of a civilian specialty area of assignment; understand

and communicate tactfully with the public, persons in custody, and fellow employees;

function appropriately in emergency and routine situations with the public, persons in custody, and fellow employees; accurately interpret codes and ordinances and apply investigative techniques to assess compliance; follow through on assignments; make logical interpretations, and come to conclusions from studying facts; operate specified Police Department equipment necessary for completion of daily tasks, such as, but not limited to, police dispatch and records equipment, police computer equipment, police vehicle and portable radios, and police patrol vehicles.

MINIMUM QUALIFICATIONS:

Education and Experience:

A high school diploma or equivalent. One year of prior dispatch experience (preferably in the public sector) -OR-.

Special Requirements

A valid California driver's license; completion of a P.O.S.T. Public Safety Dispatcher Basic Course.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

Working Conditions

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. (Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions, or airborne particles.

The noise level in the work environment is usually quiet in the office, and moderate in the field.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Physical Demands

Candidates must be able to sit or stand for extended periods of time, climb at least five flights of stairs unassisted, coordinate eyes, hands, and fingers in typing; exert light to moderate physical effort, and exert sufficient force to lift, carry, push, pull, or otherwise move objects; and safely and legally control persons in custody.

FLSA Status
Non-exempt.

HISTORY:

Established:	January 2021
Approval/Adoption Date:	February 17, 2021
Revision Date:	February 4, 2026

Attachment No. 5

CITY OF SOUTH PASADENA
JUSTIFICATION FOR ADDITIONAL POSITION(S)/RECLASSIFICATION

Organizational Assignment: (PLEASE ATTACH DETAILED ORGANIZATION CHART)
Department: Police **Dept Code:** 4011
Number of Position(s) Requested: 1 **Title Requested:** Crime Analyst
Item No. TBD
Allocation of an additional position to:
Existing Class: ☐
New Class: ☒

Title of Immediate Supervisor:
Detective Bureau Sergeant (Direct Report) and Command Staff as needed.

The additional position(s) is/are needed to:
A full-time, dedicated crime analyst is essential for transforming vast amounts of raw data into actionable intelligence. This role shifts law enforcement from a reactive policing model to a proactive, evidence-based, data-driven model to inform policing strategies.

Currently, the Department utilizes a sworn detective position with other collateral duties and responsibilities for its crime analysis functions. Those additional duties include criminal investigations and neighborhood watch responsibilities, which require dedicated time and resources to fulfill. It is important to note the employee performing the Department's crime analysis duties in this limited capacity retired in December 2025, making the hiring of a full-time, trained, experienced, and certified crime analyst a timely and consequential need. Appointing an existing, untrained employee to assume these duties is discouraged, as crime analysis is a highly specialized profession requiring training in criminology, statistics, technology, and data science.

Raftelis's organizational assessment of the Department focused on aligning staffing with industry best practices to improve service delivery and public safety. The Department's detective bureau averages approximately 1,200 cases per year, handled by 5 detectives who each receive an average of 20 assigned cases per month. In the 2025 calendar year, the Department's detectives handled 1,225 cases. According to the International Association of Chiefs of Police (IACP) and the Center for Public Safety Management (CPSM), National best practices for detective caseloads vary by the severity of the crime, however, the general industry standard for a "manageable" workload is often cited as 10 to 15 new cases per month. By hiring a civilian crime analyst, a sworn detective position is returned to detective and community outreach responsibilities.

Proposed Duties (List in order of importance): (If this is an existing class, do not copy the duties from the class specification)		**Percent of Time**
1	Tactical & Strategic Crime Analysis: Review and analyze crime reports, field interviews, and criminal data to identify emerging crime series and trends. Use Geographic Information Systems (GIS) and other software to formulate tactical deployment and strategic resource recommendations. Assist investigators with case development by conducting background research, creating link charts, and performing criminal profiling. Conduct open-source research and search law enforcement databases to develop suspect targets.	40%

2	Intelligence & Product Development: Prepare intelligence reports, including known offender bulletins, threat assessments, link charts, and crime pattern bulletins. Conduct in-depth research using automated systems (NIBRS and Motorola FLEX) to support investigations. Prepare periodic statistical summaries for command staff and city council regarding high-incidence areas and resource allocation.	25%
3	Records Management & Compliance Oversight: Oversee the daily operations of records. Ensure all Departmental reports and statistical data comply with applicable laws and policies. Manage the review and response to public records requests and ensure the security of confidential information. Monitor and manage the storage and retrieval of crime and arrest information within manual and automated systems. Ensure data integrity by vetting sources and validating information for reliability and credibility. Identify and assist with software needs, troubleshooting and system user support.	15%
4	Briefings & Communications: Attend in-person briefings and command staff meetings to present analytical findings and statistical summaries. Support Departmental and City strategic planning sessions.	10%
5	Liaison With Outside Agencies: Develop and maintain effective relationships with local, state, and federal law enforcement agencies and the U.S. intelligence community to share crime information. Attend meetings and training as required to maintain relationships, skillsets, and certifications.	10%
6		%
7		%
8		%
9		%
10		%
11		%
12		%
13		%
14		%
15		%
	Total:	100%

Required Knowledge, Skills, and Abilities (List in order of importance):	
1	Advanced Analytical Methodology: Of critical importance is the ability to move beyond simple data entry to high-level pattern recognition. Analysts must identify series, trends, and patterns of criminal activity to assist personnel in developing deployment and apprehension plans.
2	Tactical & Strategic Analysis: Knowledge of how to perform crime-suspect correlations and develop a target profile analysis to anticipate where a criminal might strike next.
3	Complex Intelligence: Ability to analyze raw information and intelligence reports to identify emerging threats, including homegrown extremists or organized crime.
4	Information Technology & Specialized Software: Must be proficient in the technical systems used in crime analysis including the ability to retrieve and manipulate information stored in Computer Aided Dispatch (CAD) and Records Management Systems (RMS). Analysts must be proficient in Geographic Information Systems (GIS) for crime mapping, as well as specialized software including link analysis charts, telephone toll analysis, and financial trace reports.
5	Data Processing and Statistical Research: Knowledge of statistical research methodology and law enforcement research design to measure the effectiveness of specific Departmental programs and the ability to prepare and interpret statistical computations, charts, and graphs.
6	Communication and Interagency Liaison: Attend briefings and meetings to present findings clearly and logically to patrol officers, investigators, and executive management. Must be skilled in preparing technical bulletins, executive summaries, and intelligence products that are concise and actionable. Ability to maintain professional relationships with local, state, and federal agencies to exchange vital crime and intelligence information.
7	Criminal Justice Systems and Legal Standards: Possess a foundational understanding of the law and the criminal justice system. Knowledge of laws and regulations related to data privacy, criminal history searches, and the appropriate release of sensitive records.
8	Discretion and Professionalism: Capable of handling highly confidential information and investigations while ensuring the integrity of the data and the investigation.
9	
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What necessitated this request?
A sworn detective performed the duties of a crime analyst in a limited capacity for the Department until his retirement in December 2025, making the hiring of a full-time, trained, experienced, and certified crime analyst a timely and consequential need.

National best practices emphasize the integration of crime analysis into daily operations, and departments that have adopted this model report measurable improvements in crime reduction, efficiency, and community trust. A crime analyst is no longer a luxury, but a fundamental necessity for effective modern policing. They serve as the department's "intelligence hub," bridging the gap between raw data and actionable strategies. By identifying where and why crimes occur, an analyst allows us to move from a reactive posture to a proactive one. Applying techniques to data on crime, criminals, victims, disorder, traffic, and internal operations allows for better resource allocation, identification of crime trends, and improved transparency within the community. The 2024 Raftelis study of the Department highlighted the benefits and need for hiring a full-time crime analyst. A core takeaway from the assessment was the need for the Department to modernize operations by focusing on technology and professionalizing support staff roles. This external validation underscores the growing consensus among public safety experts that crime analysis is no longer optional, but essential.

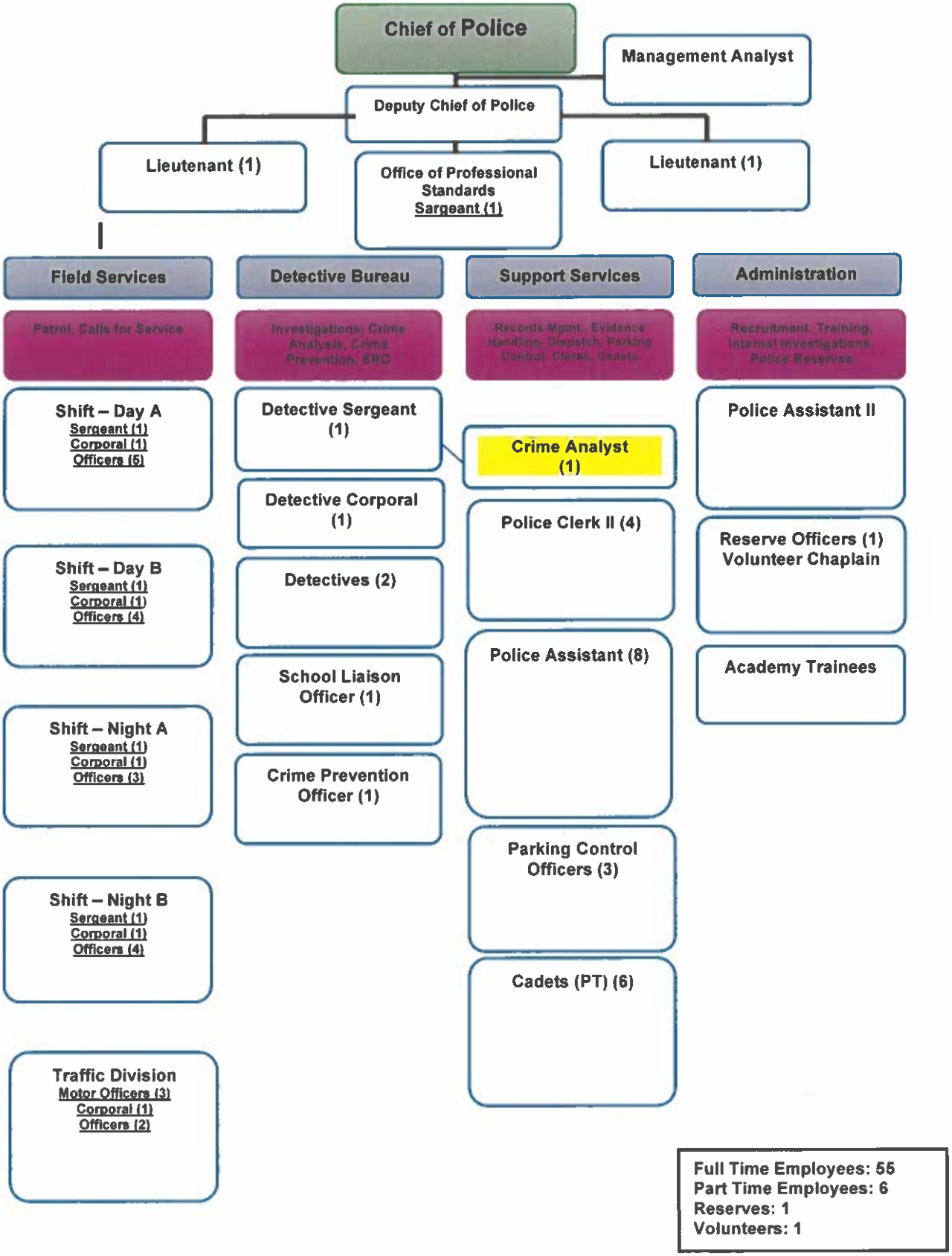
What alternatives were evaluated prior to submitting a request for additional staffing?
A contract for service option was explored for the position.

How will the position be funded?
A proposal to fund the crime analyst will come through the reclassification of an unfilled existing, funded position within the Police Department.

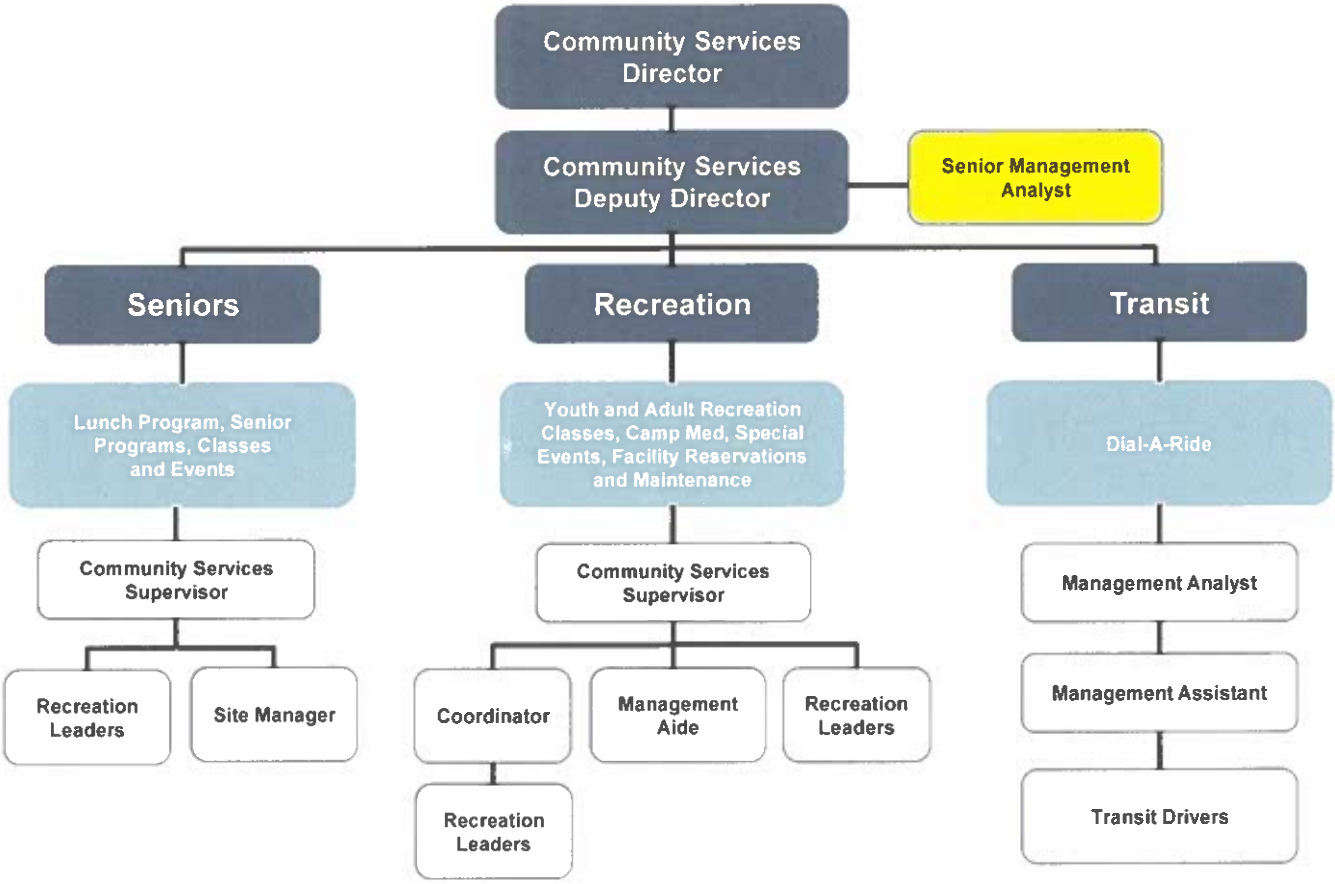
What are the implications to your department if the request is not approved?
Establishing a Crime Analyst position represents a strategic investment in the future of South Pasadena's public safety and capitalizes on the recommendations set forth in the Raftelis study. By transforming raw data into actionable intelligence, this role informs and empowers our officers to be more effective in the field and allows Department leadership to manage resources with a higher degree of precision. The efficiencies gained in investigative speed, targeted patrol deployment, future grant opportunities, and improved community transparency ensure we continue to meet the high standards expected by our residents, business community, elected officials, and law enforcement partners. In a modern landscape where criminal activity is increasingly complex and data-saturated, this absence creates critical gaps in efficiency, safety, and public accountability.

Merrill Ladenheim, Deputy Chief	Merrill Ladenheim	01/28/2026
REQUESTOR NAME:	**SIGNATURE:**	**Date**

DUTY STATEMENT
Page 5



Attachment No. 6



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TRI-PARTY AGREEMENT
REGARDING BARGAINING-UNIT PLACEMENT OF THE CRIME ANALYST CLASSIFICATION

This Tri-Party Agreement Regarding Bargaining-Unit Placement of the Crime Analyst Classification ("Agreement") is entered into by and among the City of South Pasadena ("City"), the Public Service Employees Association ("PSEA"), and the South Pasadena Police Officers' Association ("POA"). The City, PSEA, and POA are collectively referred to as the "Parties."

RECITALS

A. The City Council previously approved the establishment of the Crime Analyst classification and designated the classification as represented by PSEA.

B. The Crime Analyst classification is a newly established classification. As of the effective date of this Agreement, no employee has been appointed to or occupied a position in the classification.

C. The Crime Analyst classification is not currently listed in the Memorandum of Understanding between the City and PSEA.

D. The Crime Analyst classification is assigned to the Police Department and is expected to perform analytical work involving law enforcement data, criminal intelligence, investigative information, and other sensitive Police Department records and operations.

E. After reviewing the classification's duties, departmental placement, supervision, operational responsibilities, and community of interest with other Police Department classifications, the Parties agree that placement of the Crime Analyst classification in the bargaining unit represented by POA is appropriate.

F. The Parties met and discussed the proposed bargaining-unit placement, and PSEA and POA have each voluntarily agreed to the placement of the Crime Analyst classification in the POA bargaining unit.

G. The Parties desire to memorialize their mutual agreement concerning the bargaining-unit placement of the Crime Analyst classification.

NOW, THEREFORE, in consideration of the mutual understandings set forth below, the Parties agree as follows:

1. Bargaining-Unit Placement

Effective upon approval by the City Council, or on August 5, 2026, whichever occurs later, the Crime Analyst classification shall be assigned to the bargaining unit exclusively represented by POA.

2. PSEA Agreement

PSEA agrees that the Crime Analyst classification may be removed from the bargaining unit represented by PSEA and disclaims any representational interest in the classification following the effective date of this Agreement.

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3. POA Agreement

POA agrees to accept the Crime Analyst classification into the bargaining unit represented by POA and shall serve as the exclusive representative of employees subsequently appointed to the classification.

4. No Incumbent or Employee Transfer

The Parties acknowledge that the Crime Analyst classification is vacant and has never been occupied. No employee is being transferred from one bargaining unit to another as a result of this Agreement, and no existing employee's wages, benefits, seniority, representation rights, or other terms and conditions of employment are affected.

5. Applicable Terms and Conditions of Employment

Upon appointment of an employee to the Crime Analyst classification, the wages, hours, benefits, and other terms and conditions of employment applicable to the classification shall be governed by the Memorandum of Understanding between the City and POA, except as otherwise provided by law, City policy, the applicable salary resolution, or a subsequent written agreement between the City and POA.

The City and POA shall meet and confer regarding any negotiable terms and conditions of employment specific to the Crime Analyst classification that are not addressed by the existing POA Memorandum of Understanding.

6. Salary Schedule and Classification Documents

The City shall take the administrative and legislative actions necessary to:

a. designate the Crime Analyst classification as represented by POA;

b. amend or supersede any prior City Council action identifying the classification as represented by PSEA;

c. place the classification on the appropriate POA salary schedule or represented-classification listing; and

d. update the City's classification plan, position allocation documents, and other applicable records.

7. City Council Approval

This Agreement is contingent upon approval by the South Pasadena City Council. The Agreement shall not become effective, and the bargaining-unit designation shall not change, until the City Council has approved the Agreement and any related resolution or personnel action required to implement it.

8. Satisfaction of Bargaining Obligations

The Parties acknowledge that they have had an opportunity to discuss the bargaining-unit placement of the Crime Analyst classification. This Agreement satisfies the Parties' bargaining and consultation obligations concerning the decision to place the classification in the POA bargaining unit.

Nothing in this section waives any obligation to meet and confer regarding separate negotiable impacts or implementation issues that are not expressly addressed by this Agreement.

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9. No Precedent

This Agreement is based on the specific facts and circumstances associated with the Crime Analyst classification. It shall not establish a precedent regarding the bargaining-unit placement of any other classification or position.

10. No Admission or Waiver

This Agreement constitutes a voluntary resolution among the Parties and shall not be construed as an admission by any Party that the prior bargaining-unit designation was unlawful, inappropriate, or inconsistent with an applicable memorandum of understanding, rule, regulation, or statute.

Except as expressly provided in this Agreement, the Parties do not waive any rights, positions, or defenses available under the Meyers-Milias-Brown Act, applicable Public Employment Relations Board regulations, the Parties' respective memoranda of understanding, or the City's employer-employee relations rules.

11. Entire Agreement

This Agreement contains the complete understanding of the Parties concerning the bargaining-unit placement of the Crime Analyst classification and supersedes any prior oral or written discussions regarding that specific issue.

Any modification to this Agreement must be in writing and signed by authorized representatives of all Parties.

12. Authority

Each person signing this Agreement represents that the person is authorized to execute the Agreement on behalf of the Party identified below.

13. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Electronic and scanned signatures shall have the same force and effect as original signatures.

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SIGNATURES

The Parties have executed this Agreement through their authorized representatives as of the dates set forth below.

CITY OF SOUTH PASADENA

Name: Roger Sung

Date: 7/23/2026

Title: Human Resources Director

Signature: Signed by: Roger Sung B40A14A0CBC641F...

PUBLIC SERVICE EMPLOYEES ASSOCIATION

Name: Olivia Radbill

Date: 7/23/2026

Title: Senior Librarian – PSEA President

Signature: Signed by: Olivia Radbill 7BCC545ECAEC460...

SOUTH PASADENA POLICE OFFICERS' ASSOCIATION

Name: Timothy Kim

Date: 7/23/2026

Title: Corporal – POA President

Signature: Signed by: Timothy Kim E99FA3AE73284B7...

CITY COUNCIL APPROVAL

Approved by the South Pasadena City Council on: _____

Resolution or Agenda Item No.: _____

City Council
Agenda Report

ITEM NO. 8

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Melissa Snyder, Community Services Director

SUBJECT: **CONSIDERATION TO AUTHORIZE SUBMITTAL OF A 2026 UNITED STATES TENNIS ASSOCIATION TENNIS VENUE SERVICES GRANT APPLICATION FOR THE RESURFACING OF TWO TENNIS COURTS AT GARFIELD PARK**

Recommendation

It is recommended that the City Council:

1. Authorize the preparation and submittal of a 2026 United States Tennis Association Tennis Venue Services Grant application requesting up to $16,000 toward the resurfacing of two tennis courts at Garfield Park; and
2. Authorize the City Manager, or designee, to execute and submit all documents necessary to complete the grant application.

Executive Summary

The United States Tennis Association (USTA) offers funding through its Tennis Venue Services Grant Program to assist with improvements to publicly accessible tennis facilities. Category II funding includes the resurfacing of existing tennis courts and provides funding of up to 50 percent of eligible project costs, with a maximum award of $8,000 per court.

The City has received a bid of $45,656 to resurface the two tennis courts at Garfield Park. Staff proposes to apply for the maximum eligible grant amount of $16,000, which would offset approximately 35% of the project cost.

The grant is reimbursable. Therefore, the City would initially pay the full project cost and subsequently request reimbursement from USTA following completion of the eligible work and approval of the required grant documentation. If the City receives the full grant award, the net cost to the City would be $29,656 for the resurfacing of the two tennis courts at Garfield Park.

Background

The USTA Tennis Venue Services Grant Program provides funding for improvements to tennis facilities that are open to the public. The program includes two principal funding categories. Category I generally supports amenities, technology, and accessibility improvements, while Category II supports lighting, fencing, and court resurfacing projects.

Applications for the 2026 program are accepted and reviewed on an ongoing monthly basis. Applicants are expected to receive feedback from their assigned USTA project consultant within 15 business days following submission.

Analysis
Cities invest in and maintain tennis facilities as part of their broader parks and recreation offerings, recognizing the sport's role in promoting physical fitness, social connection, and accessible recreation for residents of all ages and skill levels. Public tennis courts provide low-cost or free access to a lifelong activity that supports community health goals, offers a venue for youth development and organized play through leagues and lessons, and contributes to the overall quality of life that makes a city an attractive place to live. By providing these facilities, cities help ensure that recreational opportunities remain equitable and available to residents regardless of income, supporting broader community wellness and engagement objectives.

Garfield Park includes two public tennis courts that are available for community recreational use. The City is planning to resurface both courts to address existing surface conditions, improve playability, and extend the useful life of the facility.

Staff proposes to submit a Category II grant application for the resurfacing of the two tennis courts at Garfield Park. The proposed scope of work is estimated at $45,656 and may include:

- Preparation and cleaning of the existing court surfaces;
- Repair of cracks and other surface deficiencies;
- Patching and leveling of low or uneven areas;
- Application of an acrylic resurfacing system;
- Application of new tennis playing lines; and
- Related work necessary to provide safe, functional, and playable court surfaces.

The grant application requires a description of the planned improvements, a detailed project timeline, current contractor cost estimates, photographs documenting the condition of the courts and surrounding access areas, proof of committed funding, a tennis programming plan, and a signed Internal Revenue Service Form W-9. Contractor estimates and bids must be dated within three months of the application submission date.

If the project is required to undergo a competitive bidding process, the City must also provide the bid tabulation before USTA will make a final funding determination.

<u>USTA Requirements and City Commitments</u>
Because the proposed project would affect the tennis court surfaces, the grant program generally requires the installation of blended 36-foot and 60-foot tennis playing lines. These lines are intended to support youth and introductory tennis programming. Staff will coordinate with the assigned USTA project manager regarding the applicable striping requirements and incorporate them into the final project scope.

As a condition of receiving grant funding, the City would be required to maintain the facility and actively promote tennis programming for at least five years following completion of the project. During the five-year commitment period, the courts may not be permanently striped for pickleball, volleyball, basketball, or another sport other than tennis.

The grant also requires the facility to remain open to the public, use its best efforts to comply with applicable Americans with Disabilities Act requirements, provide a safe and functional tennis facility, and promote programs intended to develop new tennis players.

The resurfacing project is consistent with these requirements and would support the continued

availability of public tennis facilities at Garfield Park.

Alternatives
City Council may consider the following alternatives:
1. Elect not to authorize submission of the grant application; or
2. Provide alternative direction regarding the proposed project scope, funding request, or City funding commitment.

Fiscal Impact
The estimated project cost of $45,656 would otherwise qualify for up to $22,828 based on the grant's 50% cost-sharing provision. However, the grant is limited to a maximum of $8,000 per court. Therefore, the maximum amount the City may request for the two-court project is $16,000.

The total estimated cost to resurface the two tennis courts at Garfield Park is $45,656. Staff proposes to request the maximum eligible USTA Tennis Venue Services Grant award of $16,000.

Because the grant is reimbursable, the City must have sufficient funding available to initially pay the entire $45,656 project cost. Upon completion of the eligible work and approval of the required reimbursement documentation, the City would receive up to $16,000 from USTA. If the full grant amount is awarded and reimbursed, the City's net project cost would be $29,656.

Funding	Amount
Initial City Expenditure	$45,656
USTA Grant Reimbursement	($16,000)
Net City Cost	$29,656

Funding for the initial project expenditure is available in the Fiscal Year 2026-2027 Capital Improvement Program under Project Account No. 116-9005-9013-8170-000 in the amount of $120,000.

Completion and submission of the application do not guarantee that funding will be awarded. USTA retains discretion regarding whether an award will be made and the amount of any award. If awarded, staff will return to the City Council for formal acceptance of the grant funds and any necessary budget adjustments or appropriations.

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 - 2026 USTA Tennis Venue Services Grant Application

2026 Tennis Venue Services Grant Application

Grant Summary and Eligibility

The United States Tennis Association Incorporated ("USTA") is pleased to offer the 2026 USTA Tennis Venue Services Grant ("Grant"). The Grant is for facilities open to the public.

All Applicants completing the Grant Application ("Application") must have received the electronic application from either facilities@usta.com or their assigned Project Manager.

Grant Categories:

Category I:

- Amenities- Basic improvements designed to enhance the playing experience and appeal of tennis facilities, including the addition of fixed tennis court amenities (i.e. windscreens, backboards, HVAC, defibrillators, etc.) and installing blended 36' and 60' tennis lines on existing tennis courts. **Grants up to 50% of the total project cost ($5,000 max)**
- Tennis Court Tech- Integration of technology on tennis courts to enhance the playing experience and assist with facility management, including SmartAccess gates, video broadcasting and streaming technology, scoreboards, and electric line calling ("ELC") systems that meet ITF Silver accreditation or higher. **Grants up to 50% of the total project cost ($10,000 max)***
- Inclusive Access- Installation of amenities and facility features that enhance tennis court accessibility, including widening gates, installing ramps, and paving pathways to create a more inclusive environment for all players, regardless of mobility. **Grants up to 50% of the total project cost ($10,000 max)***

**Inclusive Access and Tennis Court Tech grants may be combined with a Category 2 Grant.*

Category II:

- Lighting- Installation of new or upgrades to existing tennis court lighting systems and fixtures that falls within class I-III levels per the American Sports Builders Association (ASBA) guidelines. Class IV can be considered for TVS Category I amenity funding.. **(Grants up to 50% of the total project cost (up to $15,000 per court, $60,000 max)**
- Fencing- Installation of new or repairs to existing tennis court fencing. **(Grants up to 50% of the total project cost (up to $12,000 per court, $60,000 max)**
- Resurfacing- In addition to acrylic resurfacing, resurfacing existing tennis courts may include crack repair systems, overlay treatments, patching birdbaths, and leveling high areas to reestablish the court's evenness. **(Grants up to 50% of the total project cost (up to $8,000 per court, $60,000 max)**

Grant Deadlines and Award Announcements
2026 Applications will be offered and reviewed on an ongoing monthly basis. Applicants will receive feedback within 15 business days of submission from their project consultant.

Use this Section as a Resource and Guide when completing the Application

A. Facility Information.

1. Facility Name – Please give the entire name (i.e., City of Smashville: John Racquet Memorial Park Tennis Complex).

2. Facility Address - Please give the physical location of the courts.

3. Facility e-mail/website – The webpage can be facility-specific or a city/gov. webpage that gives information on tennis court hours/times, costs, and program information.

4. Number of Courts at Facility – Please indicate the total number of 78' tennis courts, along with standalone and/or blended 60' & 36' tennis playing lines currently at the facility and the total number of tennis courts that will be at the facility at project completion.

5. Type of Surface – Please give the number of tennis courts with each type of surface specified. Information is easily determined by court surface contractors.

6. USTA Organization Membership Number (required) - This can be a facility membership or sponsoring association membership, but not an individual membership.

7. Please confirm which level of funding you are seeking.

B. Organization / Applicant information.

1. Organization Name – Entity/agency that owns the tennis facility.

2. Applicant Name – If different than the Owner of the tennis facility. Applicant shall have authority from the Owner to bind the Organization to the terms and conditions of this Application. Collectively referred to in this Application as Applicant.

3. Contact Person – Person who may be contacted during the Grant application review process to answer questions on the request.

4. Address – Complete mailing address of the Organization as listed on the IRS Form W-9

5. E-mail address of contact person.

6. Phone number(s) for the contact person, with descriptor (i.e. cell, work, recreation center) and extension(s).

C. Information about Improvements.

1. Description of planned improvements – This must be a concise written description and should briefly identify improvements completed at the facility within the last ten (10) years and a detailed summary of the improvements for which the applicant wishes funding assistance.

2. Detailed timeline from conception to completion. Include dates of fundraisers and award notifications of pending grants.

3. Contractor's latest cost estimates for the purchase and installation of all project components.

4. Clear photos of each tennis court showing their current condition, access gates, parking lot, and sidewalks.

D. Funding Information.

1. Grant amount requested – the amount must not exceed the allowable amount per category.

2. Total estimated cost: This total should reflect only facility upgrades authorized. **The cost of the project cannot include construction work already completed.**

3. Total amount of committed funds available – please indicate the amount of money that is currently committed to the project. The FUNDS column must include committed funds currently available – attach proof of committed funds above $5,000 (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting). The EXPENSES column should give the costs of professional fees, material costs, and administrative fees specifically. **Do not include costs for construction already completed.**

4. An IRS Form W9 will be required if awarded funds. Applicants must provide a signed IRS Form W9 at the time of application submission.

5. Bids and prices should be dated within 3 months of application submission date.

E. Program Plan.

1. Provide details on current and planned programming for the tennis facility to include lessons, tournaments, league play, and cooperative efforts with schools and other tennis organizations, including USTA Sectional Associations. Please include dates, times, and age groups within each current program that you offer. Provide copies of newsletters, brochures, and other literature demonstrating programs and how the Organization promotes tennis in the community. The Program Plan should outline existing tennis programming and the anticipated tennis programming post-renovation.

2. As part of the Application, the Facility shall affirm its 5-Year Programming and Maintenance Commitment, which demonstrates the ability of the owner to maintain the facility and to actively promote programs for a minimum 5-year period.

F. Terms & Conditions.

1. If the Facility Owner and Applicant are two separate organizations, both must sign and date the certification.

APPLICATION

A. Facility Information:

1. Facility Name (include TVS Project No.:)
   _____

2. Facility Address (street, city, state, and zip):
   _____

3. Facility Email Address and/or Website: _____

4. USTA Section: _____

5. Number of 78' tennis courts at the site: _____

   1. Number of courts being worked on: _____
   2. Number of courts with 36' blended tennis lines at completion: _____
   3. Number of courts with 60' blended tennis lines at completion: _____

6. Surface Type: ___ No. of Hard Courts ___ No. of Clay Courts

7. USTA Organizational Membership #: _____

**By providing your email address, you authorize the USTA and any Official Sponsors to contact you via electronic mail.*

Category	Funding Amount	Requested Level of Funding
Category I – Amenities	Grants up to 50% of the total project cost ($5,000 max)	☐
Category I – Tennis Court Tech	Grants up to 50% of the total project cost ($10,000 max)	☐

Category I – Inclusive Access	Grants up to 50% of the total project cost ($10,000 max)	☐
Category II – Lighting, Fencing, or Resurfacing	Lighting: Grants up to 50% of the total project cost (up to $15,000 per court, $60,000 max) Fencing: Grants up to 50% of the total project cost (up to $12,000 per court, $60,000 max) Resurfacing: Grants up to 50% of the total project cost (up to $8,000 per court, $60,000 max)	☐

B. Organization / Applicant Information:

1 Organization Name: _____

2. Applicant Name: _____

3. Contact Person: _____

4. Address: _____

5. Email Address: _____

6. Phone Numbers*: Primary: _____ Alternate: _____

**By providing your email address and phone number, you authorize the USTA and any Official Sponsors to contact you via electronic mail and/or phone.*

C. Information About Improvements: (Label all attachments with facility name and TPA #)

1. All Applicants must submit the following:
   a. Description of planned improvements

   _____
   _____
   _____
   _____

   b. A detailed timeline

   _____
   _____
   _____

   c. Contractor's latest cost estimates; and
   d. Clear photos of each tennis court showing their current condition, access gates, parking lot, and sidewalks.

D. Funding Information:

	By checking this box, I verify that completion of this Application does not guarantee funding	☐
1.	Grant amount requesting:	$
2.	Total estimated cost of project:	$
3.	Total amount of committed funds available now:	$
4.	Please complete the below (a) Funds and (b) Expenses breakdowns, noting back-up documents must be provided to support the identified Funds and Expenses breakdown:	

a. Committed Funds Breakdown

Funds	Amount
Park and Recreation	
Government Grants	
Foundations	
Corporations	
Fundraising Efforts	
Local Sponsors	
Others (specify)	
Total Funds	$

Note: Letters of commitment from all funding sources **above $5,000** identified in the Funds Breakdown chart must be submitted with this Application.

b. Expenses Breakdown

Expenses	Amount
Professional Fees	
Construction Costs	
Other Costs (specify)	
Total Expenses	$

Note: Please submit with this Application all professional estimates, bids, and/or actual costs. Estimates, bids, and/or actual costs must match Expense amounts presented above and reflect the improvements identified in the description of planned improvements provided in item C(1)(a) above.

Bids and prices should be dated within 3 months of the application submission date.

Please Note: If your project needs to go out to bid you must go out to bid and submit your bid tabulation. The USTA will not make a funding decision until the bid tabulation is submitted. Should you need clarification as to the documentation required and/or this process, please contact your Project Manager.

If the Total Expenses exceed the Total Funds, please explain in detail and with back-up documentation (if available) how the difference will be covered:

_____

_____

E. Program Plan: (Label all attachments with facility name and TPA #)

1. Provide a detailed tennis programming plan identifying the current tennis programs provided at the facility, and plans for future tennis programming after proposed improvements are completed.

a. Please include dates, times, and age groups within each current program that you offer.
b. If your facility has/will have a membership model, provide the percentage of non-members that participate/will participate in programming on an annual basis.

_____

_____

_____

_____

A USTA employee or USTA Sectional Association employee may follow up in the future with a progress check on your programs.

The addition of 36' & 60' blended tennis playing lines is mandatory for projects impacting the tennis court surface. Exemptions to this rule can be explored with the USTA for facilities that are a host site for ATP, WTA, higher-level ITF tournaments and Collegiate match play.

TVS Grant Application - Terms and Conditions:

1. By signing this Application, Applicant affirms that the information provided and submitted in connection with this Application is true and correct. If Applicant discovers any ambiguity, conflict, discrepancy, omission, or other error in this Application after submission, Applicant shall immediately notify the USTA Tennis Venue Services (via Facilities@usta.com) in writing of such error and request clarification or modification to the document. Verbal notification will not be permitted.

2. The submission of this Application is merely a request by Applicant to USTA to engage in further discussions regarding the potential provision of certain services and/or funding by USTA with respect to facility design, construction, improvements, business development support, advocacy and/or other mutually agreeable consultative services in support of the Applicant and Facility Owner of the Facility ("USTA Consultative Services"). USTA's receipt or acceptance of this Application shall not be considered any agreement or acknowledgement by USTA to provide any USTA Consultative Services, funding grants or any other support to Applicant or the Facility, all of which are decisions exclusively reserved by USTA in its absolute sole discretion.

3. By signing and submitting this Application to USTA, Applicant and Facility Owner each understand and agree that USTA's application review process for grant consideration may result in the USTA's agreement to provide certain preliminary guidance, services or support in response thereto, including support that may be provided by USTA to Applicant prior to or without the issuance of a Grant for the Project. Applicant acknowledges and agrees that any and all support services provided by USTA arising out of this Application process, including but not limited to USTA Consultative Services, shall be considered by Applicant and Facility Owner only as recommendations by USTA. Applicant and Facility Owner shall be solely responsible for all decisions and approvals for servicing the Facility, including but not limited to all decisions on design, construction, oversight, and completion of any improvements to its Facility. Applicant and Facility Owner each agrees to indemnify, defend and hold harmless the USTA, its directors, officers, employees, agents, contractors, consultants, volunteers, and assigns (collectively, the "*USTA Released Parties*") from any and all claims, liabilities or damages arising from the project decisions and implementation of any and all improvements or construction with respect to the Facility, regardless of any information, recommendations or other USTA Consulting Services provided by USTA in support thereof.

4. The USTA makes no representation or warranty, express or implied, as to the accuracy or completeness of any information provided to Applicant in response to this Application or otherwise provided to any respondent by or on behalf of the USTA. The

USTA shall have no liability relating to or arising from any such information or the use thereof. Applicant and Facility Owner are encouraged to conduct their own investigation and analysis of any and all information included through any USTA Consultative Services or otherwise provided by or on behalf of USTA.

5. By signing this Application, Applicant affirms, verifies, and agrees to the following:

a. The Facility shall disclose or provide information regarding all usage fees prior to Grant assistance;
b. The Facility shall utilize its best efforts to comply with all applicable American with Disabilities Act (A.D.A.) requirements and remain open to the public;
c. The Facility shall provide a safe, properly constructed and functional facility, including other amenities (i.e. shade areas, water fountains, backboards, lighting, etc.) to make the game of tennis more enjoyable and to encourage the growth of tennis;
d. The Facility provide photos and documentation of publicity of opening after renovations, and are subject to the terms herein;
e. The Facility will be constructed as documented in the Application and approved by the USTA's Tennis Venue Services Team;
f. The Facility agrees to develop new tennis players by providing clinics, beginner or retention programs. These programs must be identified in detail within the Application;
g. Incomplete Applications will result in the Application being returned without consideration for funding;
h. Applicant understands and agrees that if this Application is approved for grant funding by USTA, the amount awarded will be distributed on a draw basis as accountability forms are submitted to and approved by the USTA.
i. Changes to the project scope of work after a funding award is announced must be reviewed by and approved by the USTA. Any changes can affect the total amount of the funding award, at the USTA's sole discretion.

6. By signing this Application, Applicant affirms, verifies, and commits its Facility and other entity or agent CTA (when applicable) to maintain the Facility and to actively promote programs at this Facility for a period of five (5) years from the completion date of the funded project. Furthermore, Applicant understands that painting other sport lines on tennis courts may violate the rules of tennis and render the Facility ineligible to hold sanctioned USTA events, leagues and/or tournaments. Grant funding through the Tennis Venue Services Grant program is intended to preserve and promote growth of the game of tennis. Painting or permanently lining Facility's tennis courts with other sport lines impedes the intended purpose of this Program, and may make this Facility ineligible to hold sanctioned USTA events, leagues and/or tournaments. Therefore, Applicant for the Facility pledges it will not paint or permanently line its tennis court/s with playing lines for pickleball, volleyball, basketball or any sport other than tennis during this five (5) year commitment.

7. By signing this Application, Applicant agrees that any photographs, brochures, or materials submitted in connection with this Application are considered the property of the USTA and will not be returned. Further, by submitting this Application, Applicant grants to the USTA and its assignees the right to use Facility's name, history, description, photographs, rendering, or any other materials submitted in connection with this Application or otherwise provided to USTA in furtherance of the project such to the Grant (e.g. photographs of the completed project, marketing materials promoting the completed project, etc.) for any and all promotional purposes. Applicant and Facility shall not be entitled to receive any compensation whatsoever in connection with the USTA's exercise of its use and materials rights.

8. If any statements made or information provided by the Applicant in this Application or otherwise are found to be untrue, the USTA has the right to terminate any and all further discussions, engagements or participation in the provision of USTA Consultative Services and/or nullify any prior contract, agreement or grant award, if any, without any further USTA obligation.

9. Applicant and Facility Owner shall not publish or use any advertising, sales or promotional materials or issue any press releases, or publicity materials, wherein the names or trademarks including logos of the USTA are used without prior written approval of USTA. In addition, Applicant and Facility Owner shall not publish or use any advertising, sales or promotional materials or issue any press releases, or publicity materials, or employee solicitations that employ language from which someone could make, infer or imply a connection between the Facility and USTA, without the prior written approval of USTA.

10. By signing this Application, and in consideration for being provided the Grant, the Applicant and Facility Owner each hereby releases, waives, discharges and covenants not to sue the USTA Released Parties from any and all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event as connected with this Application. Further, Applicant and Facility Owner each hereby agree to indemnity, defend, save, and hold harmless the USTA Released Parties from any loss, liability, damage, or cost they may incur arising out of the related events in connection with this Application and any funding provided, whether caused by the negligence of the USTA or otherwise.

11. Applicant and Facility Owner each understand and agree that its employees and those persons it contracts for services and volunteer opportunities who will have regular contact or authority over minor athletes at the Facility are in, and shall maintain,

compliance with the requirements of the USTA Safe Play Program, as provided for at www.usta.com/safeplay. Applicant further acknowledges and understands that it is also subject to the USTA Safe Play Policy and that any violation will be handled to the fullest extent of the law and pursuant to the U.S. Center for SafeSport Code.

Please remember that any violations (or a suspicion of a violation) of the USTA Safe Play Policy or the Proactive Policies must be reported to the USTA immediately. These reports and any other suspicions you believe the USTA should be made aware of can be made by visiting www.usta.com/safeplay/report or emailing safeplay@usta.com. Any suspicions of child abuse or child sexual abuse must be reported immediately to the local authorities and to the U.S. Center for SafeSport by visiting www.uscenterforsafesport.org.

I, as an authorized representative of the Applicant and Facility Owner, hereby declare and confirm that the Facility and all organizations operating thereon are currently in or will be, and will remain in, compliance with the USTA Safe Play Program and Policy(s)

Applicant Initials: _____

Facility Owner Initials: _____

APPLICANT HAS COMPLETED, REVIEWED AND UNDERSTANDS THIS APPLICATION PRIOR TO SUBMISSION TO USTA, AND HEREBY ACCEPTS AND AGREES TO ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

FURTHERMORE, APPLICANT HEREBY AFFIRMS THAT APPLICANT HAS THE REQUISITE LEGAL AUTHORITY TO AGREE TO AND BIND THE FACILITY OWNER TO THE TERMS AND CONDITIONS HEREIN.

*Note: If Applicant does not have authority to contractually bind the Facility Owner of the Facility subject to this Application, the Facility Owner is also required to sign below.

Applicant Signature: _____

Applicant Name: _____

Application Position/Title: _____

Date: _____

FACILITY OWNER HAS REVIEWED AND ACCEPTS THE CONTENT OF THIS APPLICATION, AND HEREBY ACCEPTS AND AGREES ALL THE TERMS AND CONDITIONS SET FORTH HEREIN.

Facility Owner Signature: _____

Facility Owner Name: _____

Date: _____

Check list – please include this checklist with the application and retain one copy of each application component for your records.

DID YOU REMEMBER TO INCLUDE THE FOLLOWING? (1 COPY OF EACH)		
	Check Here:	
	Pages 4-11 of the application	
	Information About Improvements **C1**	
	Proof of committed funds **D5**	
	Estimates or bids and/or Price list **D6**	
	Program Plan **E1**	
	Signed IRS Form W-9	

Important Reminders:

- Submit application to your Project Manager via email
- Be sure to label all submitted materials (i.e. application, photos, program plan, letter of support, IRS Form W-9, etc.)
- If you need help, call or e-mail your Project Manager.

City Council
Agenda Report

ITEM NO. 9

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Melissa Snyder, Community Services Director
Katrina Faulmino, Community Services Supervisor

SUBJECT: **CONSIDERATION OF APPROVAL OF A THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIO COMMUNITY MEALS FOR THE SENIOR SERVICES NUTRITION PROGRAM**

Recommendation
It is recommended that the City Council:

1. Approve the Third Amendment to the Professional Services Agreement with TRIO Community Meals to extend the agreement through June 30, 2027, and approve the revised fee schedule effective July 1, 2026, and establish a total not-to-exceed amount of $77,610 for Fiscal Year 2026-2027; and
2. Authorize the City Manager to execute the Third Amendment and any other documents necessary to implement the agreement.

Executive Summary
The City has contracted with TRIO Community Meals since June 2023 to prepare and provide meals for the South Pasadena Senior Services Catered Nutrition Program. The City previously approved two amendments that extended the agreement and updated the approved fee schedule. The proposed Third Amendment would exercise the third and final renewal option, extending the agreement through June 30, 2027.

The amendment would also increase the rate for a hot bulk meal from $6.08 to $6.30 and the rate for a boxed or picnic lunch from $6.13 to $6.35. Each meal rate would increase by $0.22, or approximately 3.6 percent. All other terms of the agreement would remain unchanged.

Background
On April 12, 2023, the City released Request for Proposals (RFP) No. CS23-001 for catered nutrition services. The City received proposals from two vendors. After evaluating both proposals, staff recommended TRIO Community Meals as the most qualified vendor. On June 7, 2023, the City Council approved a Professional Services Agreement (PSA) with TRIO Community Meals, which was fully executed on June 26, 2023.

The original agreement established an initial term from July 1, 2023, through June 30, 2024, with a maximum amount of $77,610. The agreement was awarded with the option to renew the term in one-year increments for up to three additional years.

On June 18, 2024, the City approved the First Amendment, which extended the agreement for one year and approved a revised fee schedule. On August 1, 2025, the City approved the Second Amendment, which extended the agreement for an additional year and again revised the fee schedule.

The current agreement term expires on June 30, 2026. Approval of the proposed Third Amendment would exercise the third and final renewal option available under the original agreement and extend the term through June 30, 2027.

Analysis
The City provides senior nutrition services to support older adults' health, independence, and social connection. Congregate meals provide nutritious food and social interaction in a community setting, while home-delivered meals serve homebound seniors who are unable to attend the congregate meal program.

The City contracts with a qualified meal-service provider, TRIO Community Meals, because meal production requires commercial-kitchen capacity, food procurement, trained personnel, nutrition oversight, food-safety compliance, packaging, and reliable daily delivery. Contracting avoids the cost of operating and staffing a municipal commercial kitchen. TRIO Community Meals provides the food services, while City staff administer the program and oversee contractor performance.

TRIO Community Meals has provided the City with a revised fee schedule for the 2026–2027 agreement period. The proposed rates are as follows:

Meal Type	Current Rate	Proposed 2026-2027 Rate	Increase Per Meal	Percentage Increase
Hot Bulk Meal	$6.08	$6.30	$0.22	3.62%
Boxed or Picnic Lunch	$6.13	$6.35	$0.22	3.59%

The proposed amendment would maintain the current scope and allow services to continue without interruption during Fiscal Year 2026–2027; replace the fee schedule approved under the Second Amendment with the rates shown above, effective July 1, 2026, through June 30, 2027; and establish a total not-to-exceed amount of $77,610.

Fiscal Impact
Funding for the catered nutrition program is included in the adopted Fiscal Year 2026–2027 budget in Account No. 101-8030-8021-8180. The proposed Third Amendment would establish a contractual not-to-exceed amount of $77,610. This amount represents the maximum authorization under the agreement; actual expenditures will be based on the number and type of meals ordered and will remain subject to available appropriations.

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 Third Amendment to the Professional Services Agreement with

TRIO Community Meals
Attachment No. 2 - Second Amendment to the Professional Services Agreement with TRIO Community Meals
Attachment No. 3 - First Amendment to the Professional Services Agreement with TRIO Community Meals
Attachment No. 4 - Professional Services Agreement with TRIO Community Meals

THIRD AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIO COMMUNITY MEALS

THIS THIRD AMENDMENT is hereby entered into as of July 1, 2026 and is to that Professional Services Agreement by and between the City of South Pasadena ("City") and TRIO Community Meals ("Consultant") ("Third Amendment").

RECITALS

WHEREAS, on or about June 26, 2023, the City entered an Agreement with the Consultant, to provide meals in bulk for the South Pasadena Senior Services Catered Nutrition Program; and

WHEREAS, on or about June 18, 2024, the City entered into Amendment No. 1 to Agreement ("First Amendment"), which renewed the Agreement for one year and approved a new fee schedule; and

WHEREAS, on or about August 1, 2025, the City entered into Amendment No. 2 to Agreement ("Second Amendment"), which renewed the Agreement for one year and approved a new fee schedule; and

WHEREAS, the City and the Consultant desire to amend the Agreement to extend the term for an additional year and to amend the approved fee schedule;

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

Section 1. Pursuant to provisions of Section 3.6 of the Agreement, the City desires to renew the Agreement for one additional year.

Section 2. The termination date set forth in Section 3.6 is hereby amended by changing the termination date therein to "June 30, 2027."

Section 3. The Approved Fee Schedule set forth in the Second Amendment of the Agreement is hereby deleted in its entirety and replaced with the fee schedule attached herein as Attachment 1.

Section 4. All other terms, conditions, and provisions of the Agreement as amended by the Second Amendment, to the extent not modified by this Third Amendment, shall remain in full force and effect.

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

"City" City of South Pasadena	"Consultant" TRIO Community Meals
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____

Attest:

By:_____
Nikima Newsome, Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

ATTACHMENT 1
APPROVED FEE SCHEDULE

The Approved Fee Schedule effective July 1, 2026 through June 30, 2027 is as follows:

Meal Type	Current Meal Rate	New 2026-2027 Meal Rate
Hot Bulk Meal	$6.08	$6.30
Boxed or Picnic Lunch	$6.13	$6.35

Docusign Envelope ID: 422E25E9-70C4-48C1-BB9B-47C9141A37C7

CONTRACT APPROVAL COVERSHEET

Project Name: Senior Services Nutrition Program		**Approval Authority** City Manager (<$30,000) ☐ City Council (>$30,000) ☒
Department: Community Services Department/Senior Services Division		
Date: 7/29/2025		**City Council Approval Date:** N/A
Submitted By: Katrina Faulmino	**Ext:** X364	**Agenda Item #:** N/A

Contract Approval Routing

	Name	Approval *(Initials)*	Date
Contracts Coordinator	Katrina Faulmino	KF	8/19/2025
Department Director	Lucy Hakobian	LH	8/19/2025
Finance Director	Nick Kimball	NK	8/19/2025
Risk Management	Josette Reina Luken	JRL	8/19/2025
City Attorney	Roxanne Diaz	RD	8/20/2025
City Manager	Todd Hileman	TH	8/20/2025
City Clerk	Mark Perez	MP	8/20/2025

Purpose of Contract/Scope of Services

Second Amendment to the Professional Services Agreement with TRIO Community Meals for Senior Services Nutrition Program, in the amount of $77,610 for Fiscal Year 2025-2026. The contract will serve for a one-year period with the option to renew the contract up to three additional years (pending sufficient funds from CDBG), for a contract total of four years, ending in 2027.

Document Checklist

Insurance Requirements Met? Yes ☒ No ☐	**Additional/Special Insurance or Bond Required:** Yes ☐ No ☐	**FPPC filing required?** Yes ☐ No ☒

Financials

Contract Amount: $77,610.00	**Contract Term (or Expiration Date):** 6/30/2026

Accounts to Encumber: 260-8023-8180 ($17,604) | 101-8030-8021-8180 ($60,006)

Docusign Envelope ID: 422E25E9-70C4-48C1-BB9B-47C9141A37C7

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIO COMMUNITY MEALS

THIS SECOND AMENDMENT is hereby entered into as of July 1, 2025 and is to that Professional Services Agreement by and between the City of South Pasadena ("City") and TRIO Community Meals ("Consultant") ("Second Amendment").

RECITALS

WHEREAS, on or about June 26, 2023, the City entered an Agreement with the Consultant, to provide meals in bulk for the South Pasadena Senior Services Catered Nutrition Program; and

WHEREAS, on or about June 18, 2024, the City entered into Amendment No. 1 to Agreement ("First Amendment"), which renewed the Agreement for one year and approved a new fee schedule; and

WHEREAS, the City and the Consultant desire to amend the Agreement to extend the term for an additional year and to amend the approved fee schedule;

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

Section 1. Pursuant to provisions of Section 3.6 of the Agreement, the City desires to renew the Agreement for one additional year.

Section 2. The termination date set forth in Section 3.6 is hereby amended by changing the termination date therein to "June 30, 2026."

Section 3. The Approved Fee Schedule set forth in the First Amendment of the Agreement is hereby deleted in its entirety and replaced with the fee schedule attached herein as Attachment 1.

Section 4. All other terms, conditions, and provisions of the Agreement as amended by the First Amendment, to the extent not modified by this Second Amendment, shall remain in full force and effect.

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

"City"
City of South Pasadena

By: Signed by: Todd Hileman
Signature

Printed: Todd Hileman

Title: City Manager

"Consultant"
TRIO Community Meals

By: DocuSigned by: John Kirk
DB78206A0E0A49A...
Signature

Printed: John Kirk

Title: President

8/1/2025

Attest:

By: DocuSigned by: Mark Perez
Mark Perez, Acting Chief City Clerk

Approved as to form:

By: DocuSigned by: Roxanne Diaz
Roxanne Diaz, City Attorney

Docusign Envelope ID: 422E25E9-70C4-48C1-BB9B-47C9141A37C7

ATTACHMENT 1
APPROVED FEE SCHEDULE

The Approved Fee Schedule effective July 1, 2025 through June 30, 2026 is as follows:

Meal Type	Current Meal Rate	New 2025-2026 Meal Rate
Hot Bulk Meal	$5.85	$6.08
Boxed or Picnic Lunch	$5.90	$6.13

Docusign Envelope ID: 05871BFF-C268-4AB3-B337-C6A6982EE334

CONTRACT APPROVAL COVERSHEET

Project Name: Senior Services Nutrition Program		**Approval Authority** City Manager (<$30,000) ☐ City Council (>$30,000) ☒
Department: Community Services Department/Senior Services Division		
Date: 8/1/2024		**City Council Approval Date:** N/A
Submitted By: Melissa Snyder	**Ext:** X364	**Agenda Item #:** N/A

Contract Approval Routing

	Name	Approval (Initials)	Date
Contracts Coordinator	Melissa Snyder	MS DS	8/1/2024
Department Director	Sheila Pautsch	SP DS	8/1/2024
Finance Director	Scott Miller	SM Initial	8/1/2024
Risk Management	Luis Frausto	TL DS	8/13/2024
City Attorney	Roxanne Diaz	RD Initial	9/4/2024
City Manager	Donald Penman	DEP Initial	9/4/2024
City Clerk	Mark Perez	MP	9/4/2024

Purpose of Contract/Scope of Services

First Amendment to the Professional Services Agreement with TRIO Community Meals for Senior Services Nutrition Program, in the amount of $77,610 for Fiscal Year 2024-2025. The contract will serve for a one-year period with the option to renew the contract up to three additional years (pending sufficient funds from CDBG), for a contract total of four years, ending in 2027.

Document Checklist

Insurance Requirements Met? Yes ☒ No ☐	**Additional/Special Insurance or Bond Required:** Yes ☐ No ☐	**FPPC filing required?** Yes ☐ No ☒

Financials

Contract Amount: $77,610.00	**Contract Term (or Expiration Date):** 6/30/2025

Accounts to Encumber: 260-8023-8180 ($19,104) | 101-8030-8021-8180 ($58,506)

Docusign Envelope ID: 05871BFF-C268-4AB3-B337-C6A6982EE334

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIO COMMUNITY MEALS

THIS FIRST AMENDMENT is hereby entered into as of June 18, 2024 and is to that Professional Services Agreement by and between the City of South Pasadena ("City") and TRIO Community Meals ("Consultant") ("First Amendment").

RECITALS

WHEREAS, on or about June 26, 2023, the City entered an Agreement with the Consultant, to provide meals in bulk for the South Pasadena Senior Services Catered Nutrition Program; and

WHEREAS, the term of the Agreement is for one year commencing on July 1, 2023 and ending on June 30, 2024;

WHEREAS, the City and the Consultant desire to amend the Agreement to extend the term for an additional year and to amend the approved fee schedule;

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

Section 1. Pursuant to provisions of Section 3.6 of the Agreement, the City desires to renew the Agreement for one additional year. Once renewed, there are two one-year options to renew the Agreement.

Section 2. The termination date set forth in Section 3.6 is hereby amended by changing the termination date therein to "June 30, 2025."

Section 3. The Approved Fee Schedule set forth in Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the fee schedule attached herein as Attachment 1.

Section 4. All other terms, conditions, and provisions of the Agreement, to the extent not modified by this First Amendement, shall remain in full force and effect.

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

"City"
City of South Pasadena

By: Signed by: Donald E. Penman
C9C235A36ABD40C...
Signature

Printed: Donald E. Penman

Title: Interim City Manager

"Consultant"
TRIO Community Meals

By: DocuSigned by: John Kirk
DB78200A0E0A49A...
Signature

Printed: John Kirk

Title: President

Attest:

By: Signed by: Mark Perez
BA951D463FA0445...
Mark Perez, Deputy City Clerk

Approved as to form:

By: DocuSigned by: Roxanne Diaz
A7800E5CA8A241F...
Roxanne Diaz, City Attorney

Docusign Envelope ID: 05871BFF-C268-4AB3-B337-C6A6982EE334

ATTACHMENT 1
APPROVED FEE SCHEDULE

The Approved Fee Schedule effective July 1, 2024 through June 30, 2025 is as follows:

Meal Type	Current Meal Rate	New 2024-2025 Meal Rate
Hot Bulk Meal	$5.60	$5.85
Boxed or Picnic Lunch	$5.65	$5.90

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of South Pasadena / TRIO Community Meals)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: **Provide meals in bulk for the South Pasadena Senior Services Catered Nutrition Program.**

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 set forth in Exhibit A, attached and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **Sheila Pautsch, Community Services Director.** The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

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

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seventy-Seven Thousand Six Hundred and Ten Dollars (**$77,610**).

3.5. "Commencement Date": **July 1, 2023.**

3.6. "Termination Date": **June 30, 2024.**
The Agreement shall be for a twelve-month period; however, the City has the option to renew the Agreement in one-year increments for up to an additional three (3) years depending on the availability of future Community Development Block Grant (CDBG) funding. It is optional on the part of the City to renew the Agreement. The City shall evaluate the TRIO Community Meals' performance on an annual basis and use the evaluation to help determine if a renewal is determined in the City's best interest.

4. TERM

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

5. CONSULTANT'S DUTIES

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

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

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall

concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

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

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

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

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

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

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

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

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

6. SUBCONTRACTING

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

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

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

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

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the goods and services provided under this Agreement, and Consultant agrees to accept payment in

accordance with the Fee Schedule in full satisfaction for such goods and services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

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

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

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

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

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

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

8. RESERVED PREVAILING WAGES

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and

retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

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

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

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

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

11. INDEMNIFICATION

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

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

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

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

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

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

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

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

12. INSURANCE

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

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

12.3. Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Provide meals in bulk for the South Pasadena Senior Services Catered Nutrition Program.**

- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

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

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

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

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

12.8. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

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

coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

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

12.12. **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: Sheila Pautsch, Community Services Director, 1102 Oxley Street, South Pasadena, CA 91030.

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

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

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

12.16. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related

investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City	If to Consultant
Arminé Chaparyan, City Manager City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-**** Facsimile: (626) 403-7241	Isabelle Oller, Business Development Director TRIO Community Meals, LLC 100 Valley Drive Pearl, MS 39208 Telephone: (415) 985-5173

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

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

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

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

17. INTERPRETATION OF AGREEMENT

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

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

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

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

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

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

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

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

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

FEDERAL PROVISIONS

During the performance of this Agreement, TRIO Community Meals agrees to comply with the following Federal provisions:

1. AUDIT OR EXAMINATION:
   TRIO Community Meals shall keep all records of funds received from City of South Pasadena and make them accessible for audit or examination for a period of four (4) years after final payments and all pending matters are closed (for a total of 5 years).

2. CONFLICT OF INTEREST:
   TRIO Community Meals agrees any conflict or potential conflict of interest shall be fully disclosed prior to execution of this Agreement and CSI shall comply with all

applicable federal, state, and county laws and regulations governing conflict of interest, in accordance with 24 CFR Part 84. Sec. 84.42.

3. POLTRITICAL ACTIVITY/LOBBYING CERTIFICATION:
   TRIO Community Meals may not conduct any activity, including any payment to any person, officer or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public offices during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

4. COUNTY LOBBY CERTIFICATION
   It is understood each person/entity/firm who applies for a Community Development Commission contract, and as part of process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and; any person/entity/firm who seeks from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

5. SECTION 3 REQUIREMENTS OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968:
   Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of project.

6. SECTION 109, TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT of 1974:
   Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity funded in whole or in part with funds made available under this Title.

7. PROHIBITION OF AGE DISCRIMINATION:

Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

8. Executive Order 11246 requires that during the performance of this Agreement, the consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Better 4 You Meals will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TRIO Community Meals agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TRIO Community Meals setting forth the provisions of this nondiscrimination clause.

9. Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701 et. seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

10. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground 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.

11. Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

12. Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1075, or with respect to an otherwise qualified handicapped individual, as provided in /Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

13. Interest of TRIO Community Meals and employees. TRIO Community Meals covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project area or any parcels there in or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Consultant further covenants that in performance of this Agreement, no person having such interest shall be employed.

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

"City"
City of South Pasadena

DocuSigned by:

By: B6E60358A0F24D7...
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 6/26/2023

"Consultant"
Isabelle Oller
TRIO Community Meals

DocuSigned by:

By: John Kirk 21C00EDFA2A941F...
Signature

Printed: John Kirk

Title: President

Date: 6/8/2023

Attest:

DocuSigned by:

By: Mark Perez 8C28A8A8EFB14A7...
Mark Perez
Deputy City Clerk

Date: 6/26/2023

Approved as to form:

DocuSigned by:

By: Roxanne Diaz A7800E5CA8A241F...
Andrew Jared, City Attorney

Date: 6/26/2023

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EXHIBIT A

SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Caterer. The Caterer shall be permitted to legally and ethically prepare cost effective and quality congregate and homebound meals for City senior citizens.

MANAGEMENT OF MEAL PREPARATION OPERATIONS

1. The Caterer agrees to select, purchase, and prepare food following menus provided by City of South Pasadena Senior Services Division. The Caterer agrees to assure that food-handling (cooking, storage, and packing) methods will maintain quality and safety of foods. Health department inspection scores should be above 90%, however if an inspection falls below 90% a corrective action plan must be submitted within 48 hours to the Community Services Supervisor and if an inspection should fall below an 80% rating, the City of South Pasadena may withhold reimbursement until corrections are made. If this should occur more than three times, it may cause termination of Services Agreement.

2. The Caterer shall be able to prepare daily (Monday through Friday) entrees for South Pasadena Senior Citizens' Center, as well as ensuring meals must arrive at the South Pasadena Senior Citizens' Center by 10:00 a.m.

3. The Caterer will also be responsible for procuring all items, not including coffee and tea, which are necessary for food production and assure ban on expanded polystyrene (EPS) disposable food serve ware is adhered.

4. The Caterer shall supply the following minimum specifications per item, but is not limited to the minimum. The City of South Pasadena adopted Ordinance No. 2305 to ban expanded polystyrene (EPS) disposable food serve ware (i.e. plates, cups, lids, and trays). Acceptable types of containers: any material other than expanded or foam polystyrene, coated paper, uncoated paper, compostable plant fiber, bio-plastics, or compostable material.

   Provided by City of South Pasadena Senior Citizens' Center:

   a. Disposable flatware for special events;

   b. Disposable three compartment plates for special events;

   c. Plastic gloves, disposable aprons, hair nets, and placemats.

   Provided by Caterer:

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a. Disposable compartment trays for daily service;

b. Disposable flatware for daily service;

c. Home delivery three compartment containers with lids (that can be microwaved);

d. Cups and lids 8oz (for fruit or soup);

e. Small plates for dessert;

f. Two-ply napkins.

5. Preparation of food for congregate meals shall be completed by the Caterer within three (3) hours of the agreed upon serving time of 11:45 a.m.

6. The Caterer is to ensure that food is prepared with consideration for sanitation and safety standards.

7. A menu cycle (6, 8 or 10 week) shall be used that is prepared at least every six (6) months, winter and summer menu options, with an option of varied menus with the understanding that special requests will be made for substitutions and/or special events. City of South Pasadena Senior Services Division will provide input with holiday menu select with advance notice.

8. The Caterer is expected to provide birthday cake the last Friday of each month.

9. Two box lunches (Saturday and Sunday) are provided Friday for home delivery clients and option for holidays.

HOLIDAY SCHEDULE

The South Pasadena Senior Citizens' Center observes the following City of South Pasadena holidays:

January	Martin Luther King
February	Presidents' Day
May	Memorial Day
June	Juneteenth
July	Independence Day
September	Labor Day
November	Veterans Day
November	Thanksgiving Day and Following Day
December and January	Christmas Day through New Year's Day

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FOOD DELIVERY

1. The City reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate.

2. The City may change the days and time of delivery and service by giving the Caterer seven (7) days' notice.

3. The City may change the number of meals to be delivered to the meal location by notifying the Caterer by 12:00 p.m. of the day prior to delivery.

4. The City shall deliver/serve the meals no more than thirty (30) minutes prior to or fifteen (15) minutes after the agreed upon serving time.

5. Box lunch delivery time may be as early as one (1) hour prior to servicing time, as long as appropriate holding facilities are available for perishable food items and meals are transported under appropriate packing, heating and cooling temperature requirements.

6. The City reserves the right to require the Caterer to deliver food on all holidays that food service is needed.

7. Foods for congregate meals shall be served within two (2) hours after food preparation has been completed.

DELIVERY SERVICE SPECIFICATIONS

1. Meals are to be delivered in (bulk/individual) pre-packed servings.

2. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or insect infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 140°F. All cold foods must be packaged to ensure a maximum delivery temperature of 40°F. All foods intended to be delivered frozen shall be packaged so as to maintain a hard-frozen state until such food reaches point of delivery.

   Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the nutrition site by the Caterer and City. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packaging.

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Daily written documentation of temperature logging monitoring must be kept by Caterer and will be subject to audit by the centralized Dietary Administrative Support Services R.D or nutritionist. The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the City's office.

3. Meals must be delivered in refrigerated trucks and or approved for bulk insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.

4. Food and supplies must be packed and handled in a sanitary manner so as to ensure absence of contamination and spillage.

5. The program may require replacement of any cold food which is received on site at above 40°F and any hot food that falls below 140°F.

6. Food shortages and/or spoiled foods which are reported to the Caterer by agreed time of delivery must be replaced or the enclosed deduction schedule will be utilized.

7. Packaging of food for delivery to the sites will be negotiated as mutually acceptable to the City and Caterer. Sites may differ on packaging of some items due to available site equipment and time distance constraints.

8. The Caterer shall be responsible for cleaning and care of equipment returned to his facility each day.

9. The Caterer shall place food in area designated by meal location managers.

10. Food shall be in transport no longer than 60-minutes after packing.

11. Food shall be kept in heat retaining equipment no longer than 60 minutes prior to serving.

12. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. Project Director or designated person will sign receipt, if in order, and one copy shall be left the same.

13. Instructions shall be attached to each food product delivered indicating name of meal, location, number of servings, size of serving, and size of utensil to be used in serving.

14. Cake, cornbread, and casserole dishes (i.e. meatloaf, lasagna, tuna noodle casserole), shall be pre-scored by the Caterer for the appropriate number of servings.

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15. The Caterer shall provide home delivered meal containers in an amount not to exceed 35% of the total number of meals ordered.

16. All Caterer delivery equipment shall be removed from the meal location by 12:30 p.m. City is not responsible after this time.

17. Caterer shall provide a back-up delivery system in the event of vehicle breakdown.

18. Electrical items required to be provided herein shall have the UNDERWRITER'S LABORATORY or LOS ANGELES ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and COSHA requirements, where applicable.

19. The Caterer Subcontractor shall comply with all Federal, State, and local health department laws and regulations. Caterer shall provide City with a current copy of the health certificate and any corrected deficiencies with proposal. To ensure that all regulations are followed the Caterer must have a qualified food service manager or part-time registered dietician (20 hours week) or staff who will ensure that meals are prepared in a safe and sanitary condition throughout meal service operation.

ADMINISTRATION OF FOOD PREPARATION STAFF

1. Caterer agrees to comply with all Federal and State labor laws.

2. Caterer shall hire or appoint either a Part-Time a qualified Food Service Manager for the supervision of food services operation within the catering company and/or central kitchen. As well as have a Dietitian accessible to review menus.

3. Caterer will also be responsible for managing any additional staff that are necessary for food production operations.

EXHIBIT B

TRIO Community Meals

HOT BULK MEAL	COST PER MEAL	
Raw Food	$ 2.99	
Condiments	$ 0.08	
PREPARATION	$ 1.00	
TRANSIT	$ 0.75	
SUNDRY ITEMS		
Paper	$ 0.63	
Other	$ 0.10	**TOTAL CATERED COST/MEAL**
OVERHEAD PROFIT	$ 0.05	$ 5.60

BOX OR PICNIC LUNCH	COST PER MEAL	
Raw Food	$ 3.14	
Condiments	$ 0.08	
PREPARATION	$ 1.25	
TRANSIT	$ 0.75	
SUNDRY ITEMS		
Paper	$ 0.27	
Other	$ 0.11	**TOTAL CATERED COST/MEAL**
OVERHEAD PROFIT	$ 0.05	$ 5.65

SUBCONTRACTORS:

1. There are no subcontractors assigned to this agreement.
2. All services will be provided by TRIO Community Meals.

City Council
Agenda Report

ITEM NO. 10

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager / CFO
William Castrillon, Budget & Purchasing Manager

SUBJECT: **CONSIDERATION TO RECEIVE AND FILE THE MAY 2026 MONTHLY BUDGET REPORT**

Recommendation
It is recommended that the City Council receive and file the monthly budget report through May 31, 2026 (Attachment No. 1).

Executive Summary
This report presents the General Fund budget status for the period ending May 31, 2026. As of that date, the City collected 91% of budgeted General Fund revenues and expended 82% of budgeted General Fund appropriations. Both revenues and expenditures are tracking within expected ranges for this point in the fiscal year.

This report is submitted monthly as a recurring consent item to provide the Finance Commission and City Council with current information on the City's fiscal position relative to the adopted budget.

Background
On August 20, 2025, the City Council adopted the FY 2025-2026 Budget. The adopted General Fund budget includes $43,715,328 in revenues and $43,325,013 in appropriations. The Adopted Budget includes Work Plans for each City Department. The Finance Department's Work Plan includes preparing monthly budget reports to enhance financial management and transparency.

On February 26, 2026, the Finance Commission reviewed the Mid-year review, monthly budget report for December 2025, five-year forecast, and fiscal year 2026-2027 budget calendar. While supportive of the monthly budget report, the Commission focused on refining the monthly reporting format to make it more digestible for City Council, requesting clearer variance and percentage information to improve usability for policy decision-making.

Since mid-year, monthly budget reports have been provided to the Finance Commission for review prior to being included on a City Council agenda for public transparency and accountability.

On July 23, 2026, the Finance Commission reviewed the May 2026 monthly report. The Finance Department updated the report based on the comments provided in preparation for

the City Council meeting.

Monthly budget reports will be provided to the Finance Commission as a receive and file report at each regular meeting.

Analysis
The purpose of this report is to present General Fund budget performance as of May 31, 2026, which represents eleven (11) months, or approximately 92%, of the fiscal year. Attachment 1 includes detailed revenues received and expenditures incurred through that date against the Adjusted Budget.

NOTE: Because the City does not "hard-close" its books on a monthly basis, revenues and expenditures are posted to the applicable accounting period as transactions are processed. Accordingly, prior-month figures in this report may differ from those presented in previous months' reports.

The following items are noted for the reporting period.

REVENUES BY CATEGORY
The following notable changes occurred:

- Property Tax
  - Taxes are on track to meet the projection for the fiscal year, with a year to date $16,476,090.
- Charges for Current Services
  - Paramedic fees $155,340 due to an increase in calls, and the end of the federal government shutdown.
  - Community Development received revenue from Plan Check fees of $90,428 and Building Permits of $75,446 from projects approved in May
- Intergovernmental
  - The City received the second payment from the County of $2,207,642 for the Motor Vehicle In-Lieu Adjustment.

EXPENDITURES BY DEPARTMENT
Notable changes include:

- Community Development
  - Due to the increase in applications and permit approvals at the end of 2025, there was a surge in the number of inspections and hours by Transtech, leading to an increase in invoicing totaling $612,966.

Based on the data presented, General Fund revenues and expenditures for the reporting period are consistent with expectations for this point in the fiscal year. Staff recommends that City Council receive and file this report.

Fiscal Impact

This report is informational only. There is no fiscal impact associated with receiving and filing this report.

Attachment:
Attachment No. 1 - Monthly Report As of May 2026
Attachment No. 2 - Sales Tax Update 1Q26 Newsletter

Monthly Budget Report as of May 31, 2026
General Fund (101)

I. REVENUE BY CATEGORY

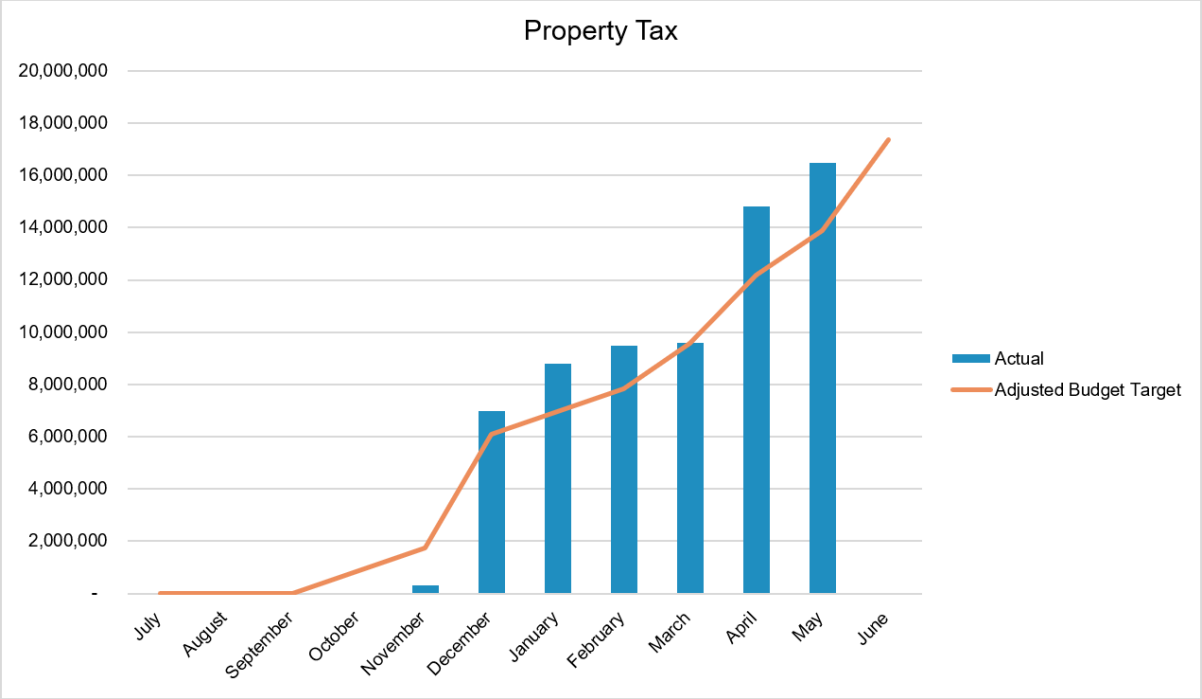
ADOPTED BUDGET	
Category	FY 2025-2026 Adopted Budget
Property Tax	17,377,356
Sales Tax	5,562,209
Utility Users Tax	4,544,810
Charges for Current Services	3,390,618
Intergovernmental	4,811,273
Assessment	428,200
Fines, Forfeitures & Penalties	63,350
Licenses & Permits	1,026,802
Use of Money & Property	1,148,690
Interfund Transfer	1,610,849
Other Taxes	1,943,598
Other Revenue	1,807,573
Total	43,715,328

ACTUAL BY PERIOD

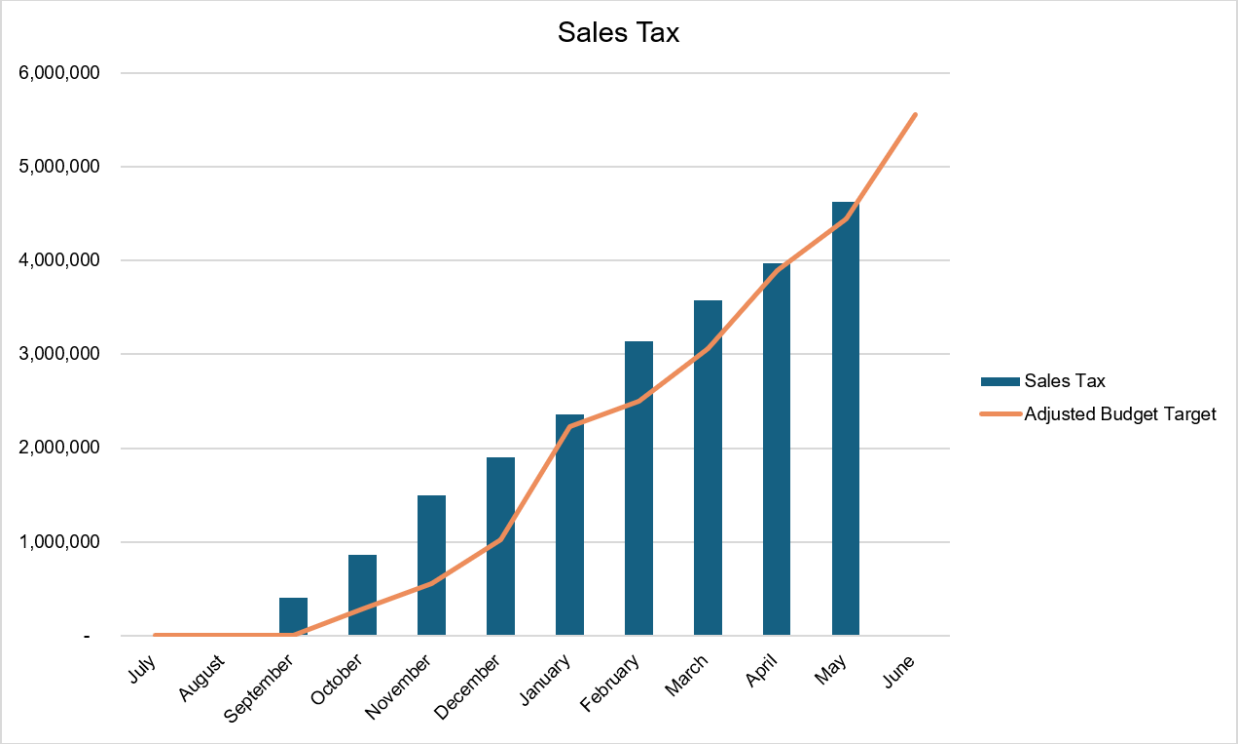
Category	July	August	September	October	November	December	January	February	March	April	May
Property Tax	-	1	-	-	295,840	6,667,747	1,839,623	692,778	75,448	5,243,078	1,661,575
Sales Tax	-	-	399,140	457,254	640,509	403,497	456,430	784,723	438,032	397,747	652,498
Utility Users Tax	(5,741)	218,578	481,011	396,355	395,605	302,975	346,517	369,280	358,687	366,259	347,649
Charges for Current Services	381,843	325,542	305,755	319,984	535,790	600,235	606,614	327,316	634,747	333,851	460,251
Intergovernmental	-	-	50,371	1,599	-	261,250	2,282,746	123,281	20,708	5,210	2,207,642
Assessment	-	(1)	-	-	3,647	171,978	43,427	44,264	-	108,383	53,965
Fines, Forfeitures & Penalties	8,723	7,824	8,551	7,207	6,573	5,770	8,071	8,090	19,175	8,933	8,320
Licenses & Permits	37,091	137,403	78,771	104,434	91,880	123,045	102,714	103,408	115,687	86,063	77,491
Use of Money & Property	(159,682)	44,451	245,762	46,442	47,940	242,297	152,008	70,498	34,211	129,451	67,050
Interfund Transfer	-	-	-	-	-	-	-	-	-	-	-
Other Taxes	-	200,438	68,055	91,282	82,870	51,950	286,222	81,639	54,857	551,431	79,305
Other Revenue	9,203	20,426	9,097	27,900	17,789	600,731	114,832	119,148	116,824	129,451	122,610
Total	**271,436**	**954,663**	**1,646,513**	**1,452,457**	**2,118,443**	**9,431,477**	**6,239,202**	**2,724,424**	**1,868,377**	**7,359,859**	**5,738,356**

YEAR TO DATE ACTUAL

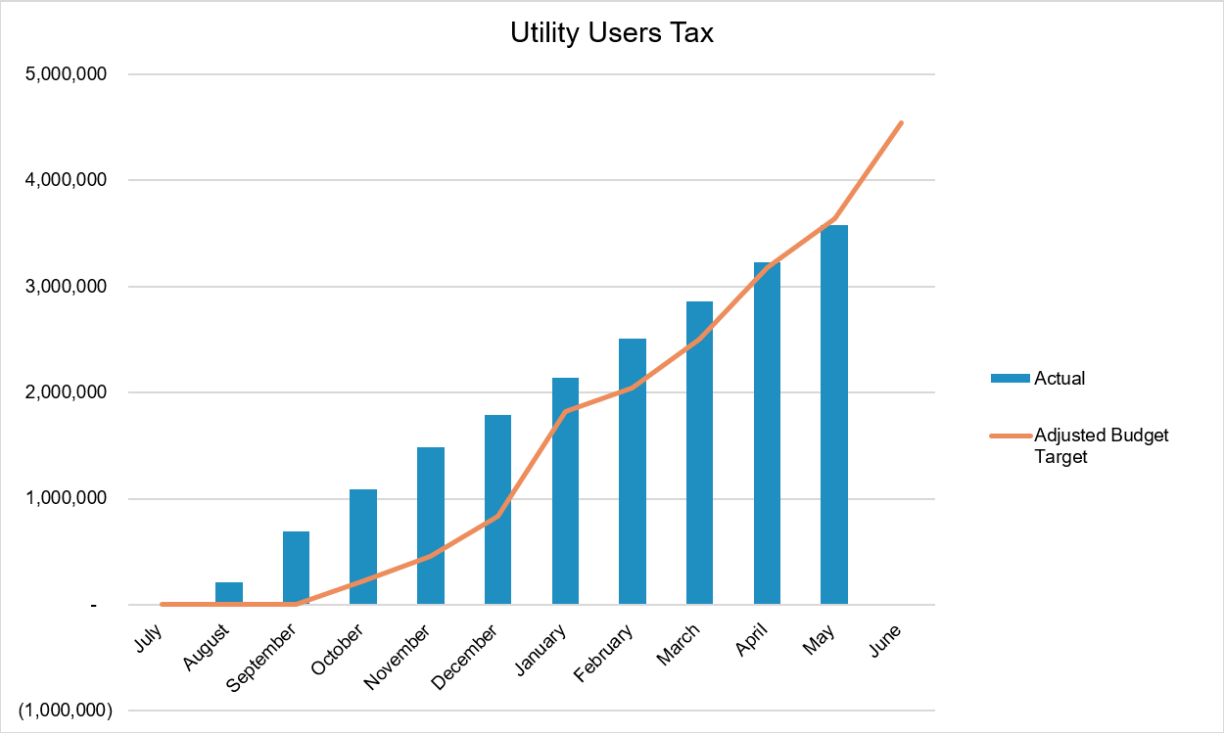
Category	July	August	September	October	November	December	January	February	March	April	May
Property Tax	-	1	1	1	295,841	6,963,588	8,803,211	9,495,989	9,571,437	14,814,515	16,476,090
Sales Tax	-	-	399,140	856,394	1,496,903	1,900,401	2,356,831	3,141,554	3,579,586	3,977,333	4,629,831
Utility Users Tax	(5,741)	212,837	693,848	1,090,203	1,485,809	1,788,784	2,135,300	2,504,580	2,863,268	3,229,527	3,577,176
Charges for Current Services	381,843	707,385	1,013,140	1,333,124	1,868,913	2,469,149	3,075,762	3,403,078	4,037,825	4,371,676	4,831,927
Intergovernmental	-	-	50,371	51,971	51,971	313,221	2,595,966	2,719,247	2,739,956	2,745,166	4,952,808
Assessment	-	(1)	(1)	(1)	3,647	175,625	219,051	263,315	263,315	371,698	425,663
Fines, Forfeitures & Penalties	8,723	16,547	25,098	32,305	38,878	44,648	52,719	60,809	79,984	88,916	97,236
Licenses & Permits	37,091	174,494	253,265	357,698	449,578	572,624	675,338	778,746	894,433	980,496	1,057,987
Use of Money & Property	(159,682)	(115,231)	130,531	176,972	224,912	467,210	619,218	689,716	723,927	853,379	920,429
Interfund Transfer	-	-	-	-	-	-	-	-	-	-	-
Other Taxes	-	200,438	268,493	359,775	442,645	494,595	780,817	862,456	917,313	1,468,744	1,548,049
Other Revenue	9,203	29,629	38,726	66,626	84,415	685,145	799,978	907,126	1,023,950	1,143,243	1,265,853
Total	**271,436**	**1,226,099**	**2,872,612**	**4,325,070**	**6,443,513**	**15,874,990**	**22,114,192**	**24,826,615**	**26,694,992**	**34,044,693**	**39,783,049**



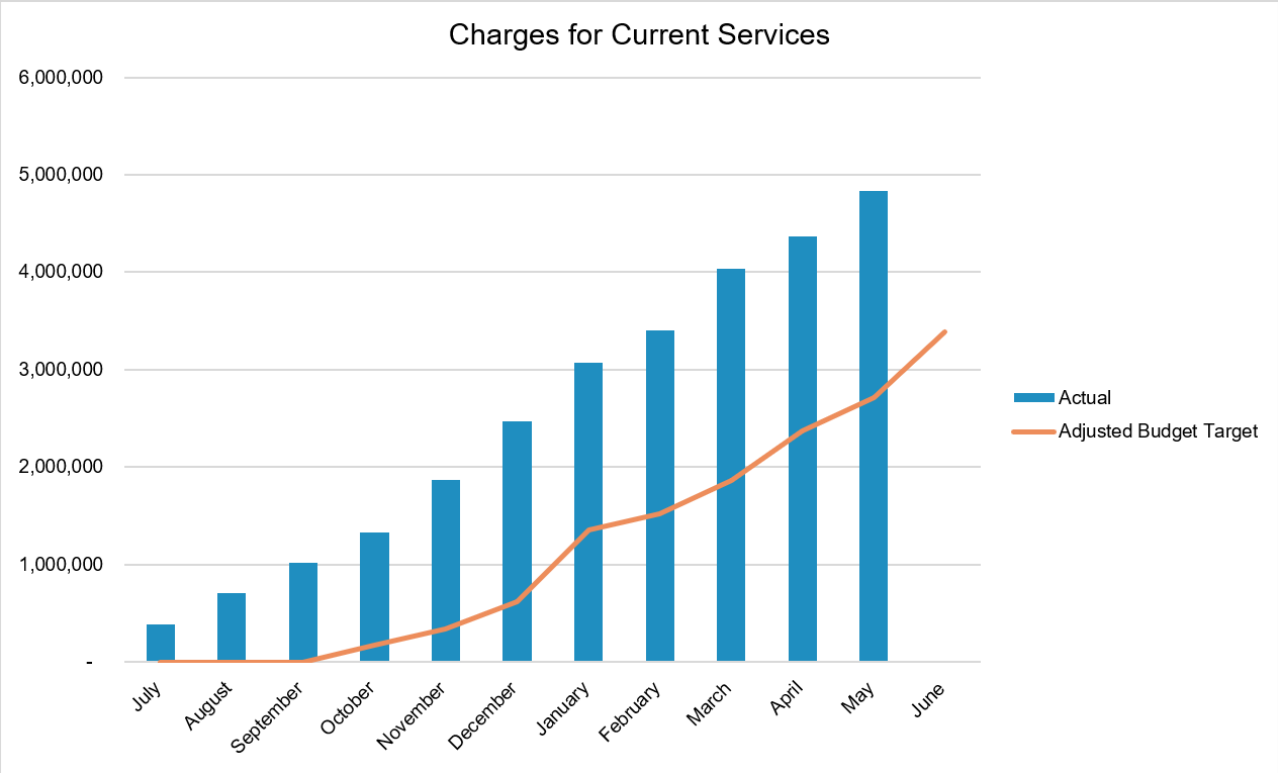
Property Tax					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	-	-	-	0%	-
August	1	1	(1)	0%	-
September	-	1	(1)	0%	-
October	-	1	868,867	0%	868,868
November	295,840	295,841	1,441,895	2%	1,737,736
December	6,667,747	6,963,588	(881,514)	40%	6,082,075
January	1,839,623	8,803,211	(1,852,269)	51%	6,950,943
Feburary	692,778	9,495,989	(1,676,178)	55%	7,819,810
March	75,448	9,571,437	(13,890)	55%	9,557,546
April	5,243,078	14,814,515	(2,650,365)	85%	12,164,150
May	1,661,575	16,476,090	(2,574,205)	95%	13,901,885
June	-	-	-	0%	17,377,356
TOTAL	**16,476,090**				



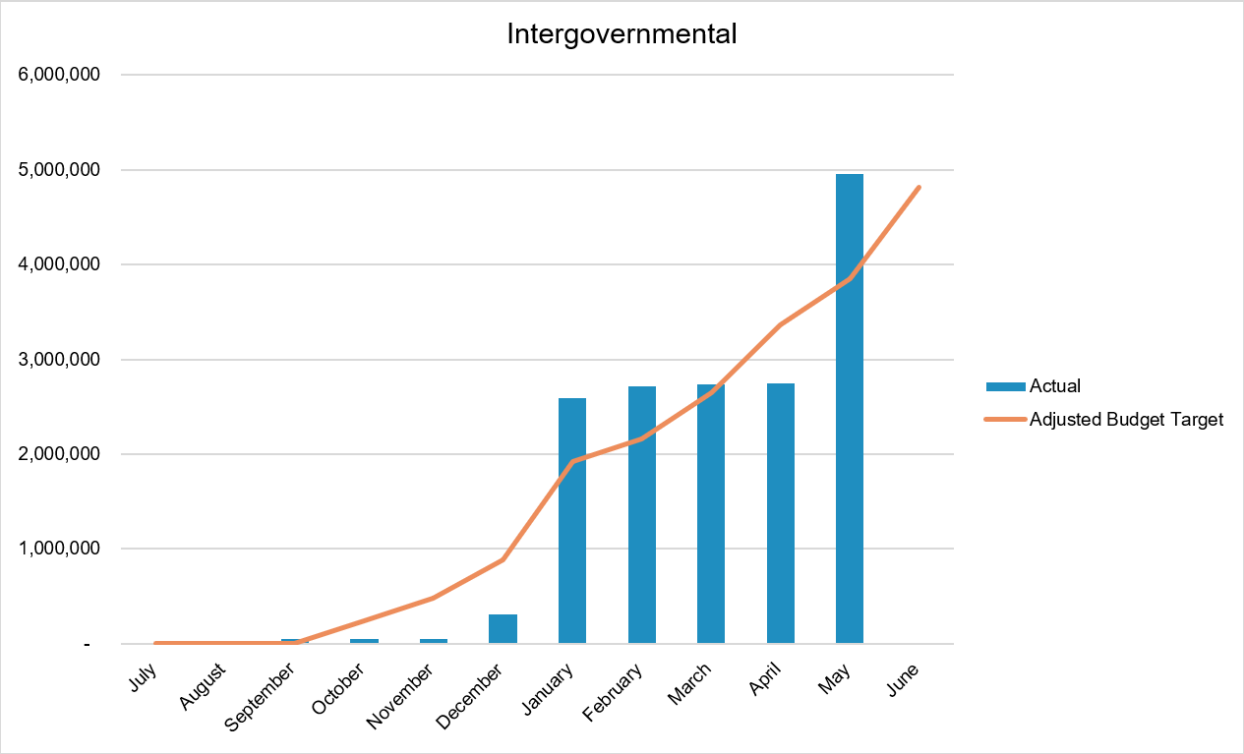
Sales Tax					
Month	**Period Actual**	**YTD Actual**	**Variance YTD and Adopted**	**% YTD to FY Adopted Total**	**Adopted Budget**
July	-	-	-	0%	-
August	-	-	-	0%	-
September	399,140	399,140	(399,140)	7%	-
October	457,254	856,394	(578,284)	15%	278,110
November	640,509	1,496,903	(940,682)	27%	556,221
December	403,497	1,900,401	(880,662)	34%	1,019,738
January	456,430	2,356,831	(131,947)	42%	2,224,884
Feburary	784,723	3,141,554	(638,560)	56%	2,502,994
March	438,032	3,579,586	(520,371)	64%	3,059,215
April	397,747	3,977,333	(83,787)	72%	3,893,546
May	652,498	4,629,831	(180,064)	83%	4,449,767
June	-	-	-	0%	5,562,209
TOTAL	**4,629,831**				



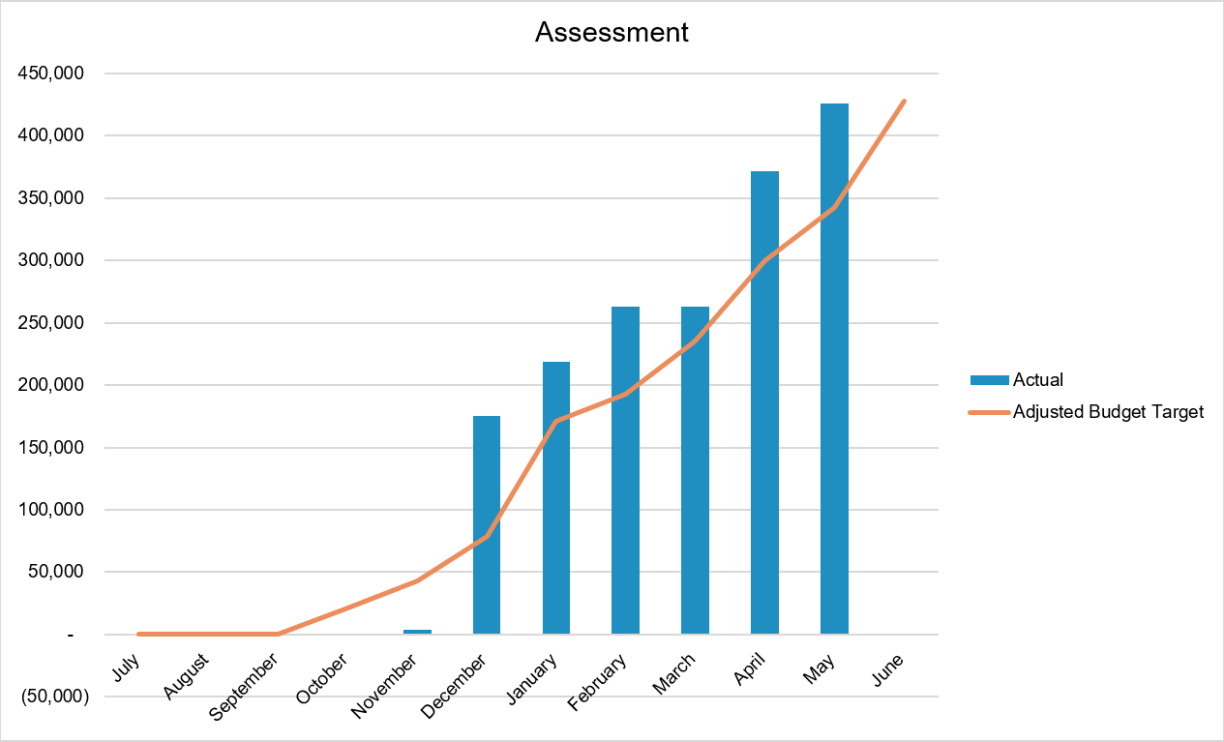
Utitlity Users Tax					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	(5,741)	(5,741)	5,741	0%	-
August	218,578	212,837	(212,837)	5%	-
September	481,011	693,848	(693,848)	15%	-
October	396,355	1,090,203	(862,963)	24%	227,240
November	395,605	1,485,809	(1,031,328)	33%	454,481
December	302,975	1,788,784	(955,568)	39%	833,215
January	346,517	2,135,300	(317,376)	47%	1,817,924
Feburary	369,280	2,504,580	(459,416)	55%	2,045,164
March	358,687	2,863,268	(363,622)	63%	2,499,645
April	366,259	3,229,527	(48,160)	71%	3,181,367
May	347,649	3,577,176	58,672	79%	3,635,848
June	-	-	-	0%	4,544,810
TOTAL	**3,577,176**				



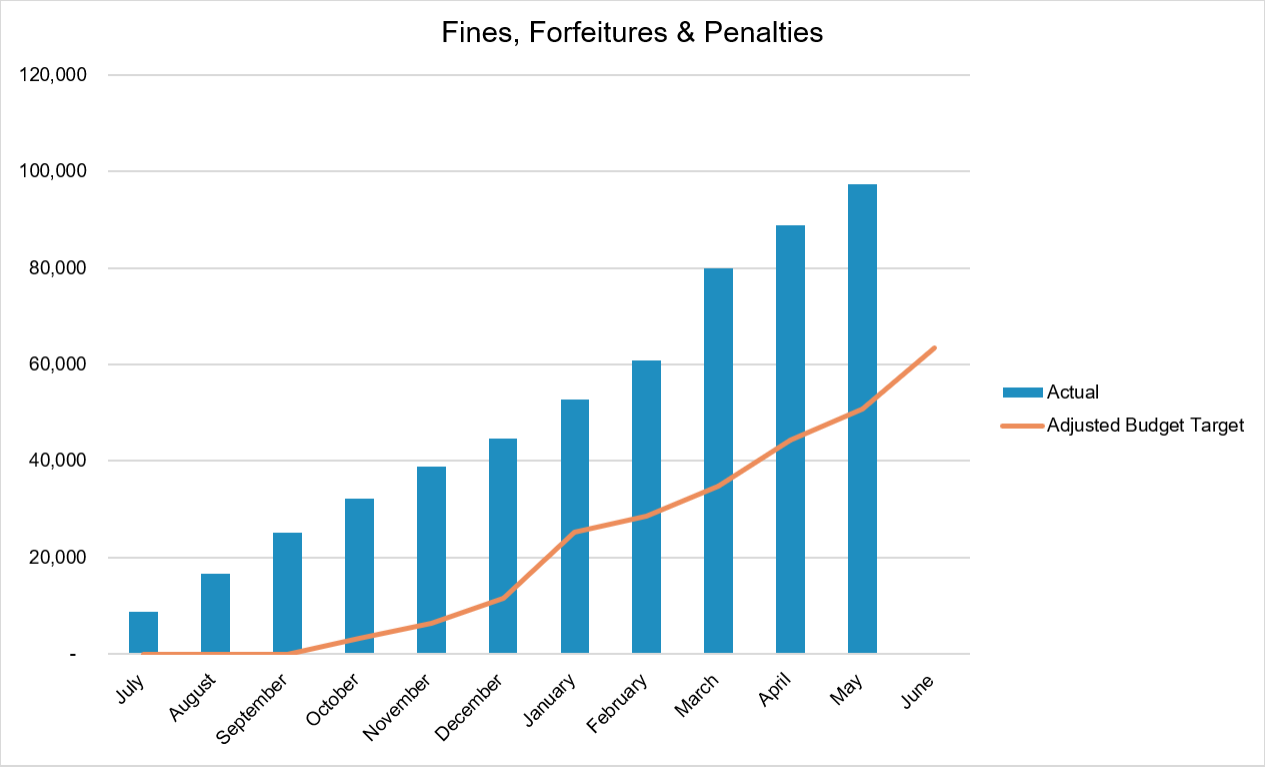
Charges for Current Services					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	381,843	381,843	(381,843)	11%	-
August	325,542	707,385	(707,385)	21%	-
September	305,755	1,013,140	(1,013,140)	30%	-
October	319,984	1,333,124	(1,163,593)	39%	169,531
November	535,790	1,868,913	(1,529,852)	55%	339,062
December	600,235	2,469,149	(1,847,535)	73%	621,613
January	606,614	3,075,762	(1,719,515)	91%	1,356,247
Feburary	327,316	3,403,078	(1,877,300)	100%	1,525,778
March	634,747	4,037,825	(2,172,985)	119%	1,864,840
April	333,851	4,371,676	(1,998,243)	129%	2,373,433
May	460,251	4,831,927	(2,119,432)	143%	2,712,494
June	-	-	-	0%	3,390,618
TOTAL	**4,831,927**				



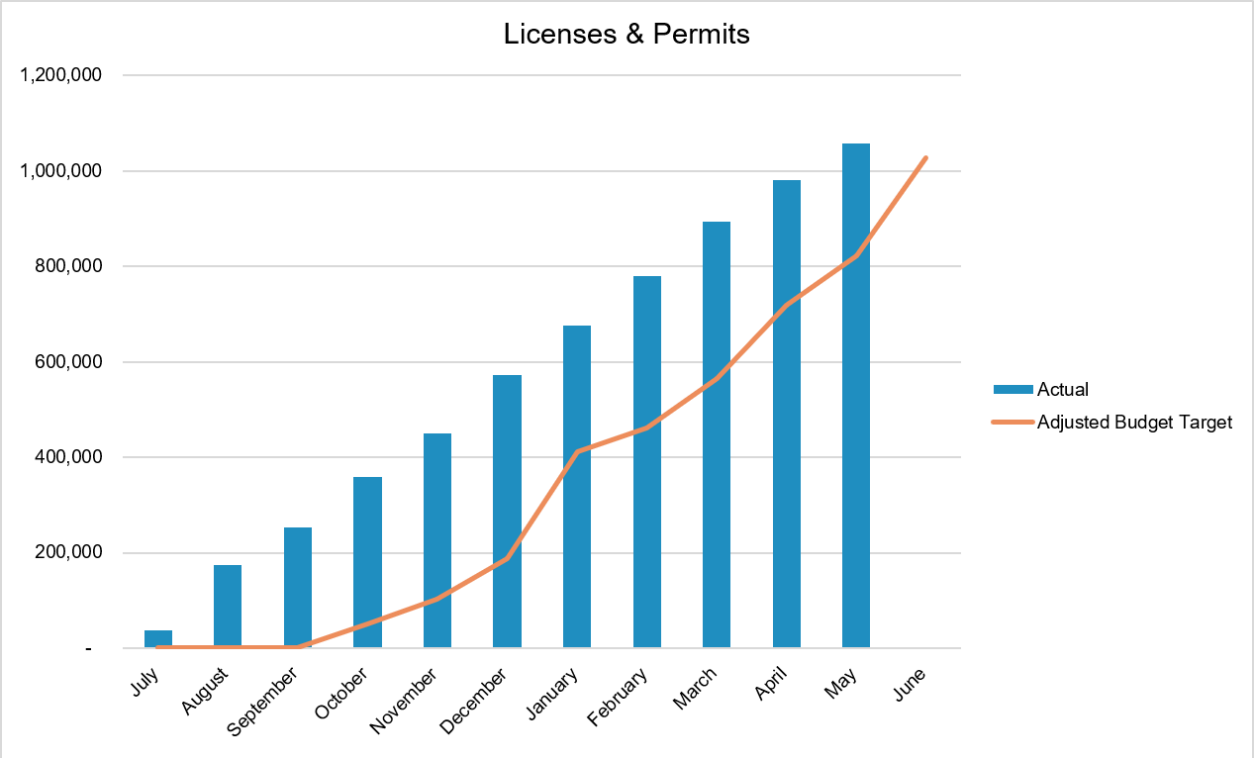
Intergovernmental					
Month	**Period Actual**	**YTD Actual**	**Variance YTD and Adopted**	**% YTD to FY Adopted Total**	**Adopted Budget**
July	-	-	-	0%	-
August	-	-	-	0%	-
September	50,371	50,371	(50,371)	1%	-
October	1,599	51,971	188,593	1%	240,564
November	-	51,971	429,156	1%	481,127
December	261,250	313,221	568,846	7%	882,067
January	2,282,746	2,595,966	(671,457)	54%	1,924,509
Feburary	123,281	2,719,247	(554,174)	57%	2,165,073
March	20,708	2,739,956	(93,755)	57%	2,646,200
April	5,210	2,745,166	622,725	57%	3,367,891
May	2,207,642	4,952,808	(1,103,789)	103%	3,849,018
June	-	-	-	0%	4,811,273
TOTAL	**4,952,808**				



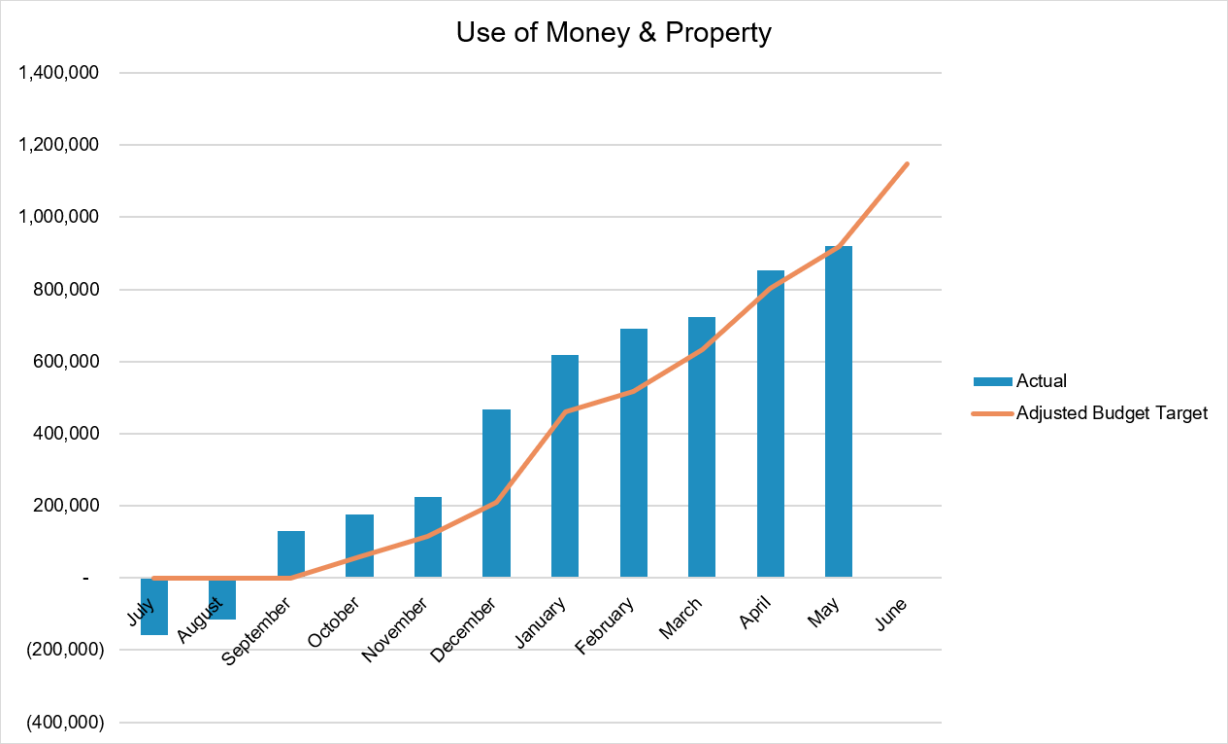
Assessment					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	-	-	-	0%	-
August	(1)	(1)	1	0%	-
September	-	(1)	1	0%	-
October	-	(1)	21,411	0%	21,410
November	3,647	3,647	39,173	1%	42,820
December	171,978	175,625	(97,121)	41%	78,503
January	43,427	219,051	(47,771)	51%	171,280
Feburary	44,264	263,315	(70,625)	61%	192,690
March	-	263,315	(27,805)	61%	235,510
April	108,383	371,698	(71,958)	87%	299,740
May	53,965	425,663	(83,103)	99%	342,560
June	-	-	-	0%	428,200
TOTAL	**425,663**				



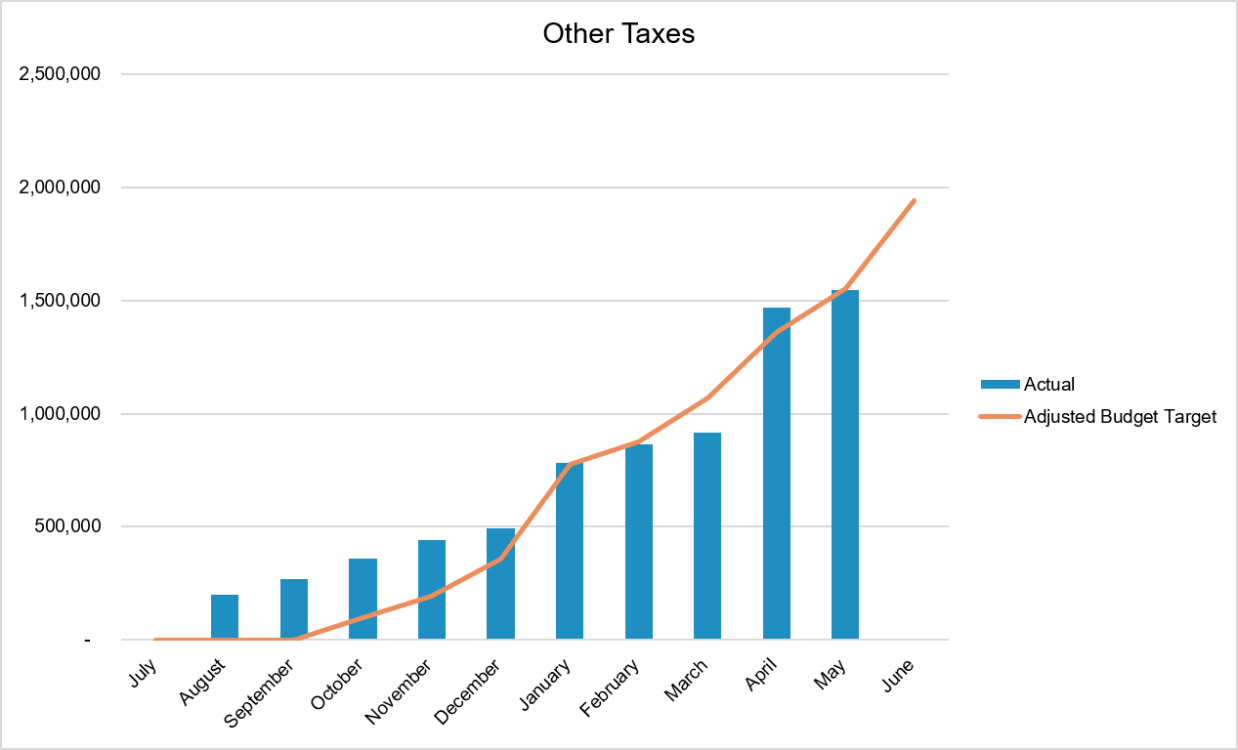
Fines, Forfeitures & Penalties					
Month	**Period Actual**	**YTD Actual**	**Variance YTD and Adopted**	**% YTD to FY Adopted Total**	**Adopted Budget**
July	8,723	8,723	(8,723)	14%	-
August	7,824	16,547	(16,547)	26%	-
September	8,551	25,098	(25,098)	40%	-
October	7,207	32,305	(29,138)	51%	3,167
November	6,573	38,878	(32,543)	61%	6,335
December	5,770	44,648	(33,034)	70%	11,614
January	8,071	52,719	(27,379)	83%	25,340
Feburary	8,090	60,809	(32,301)	96%	28,507
March	19,175	79,984	(45,141)	126%	34,842
April	8,933	88,916	(44,572)	140%	44,345
May	8,320	97,236	(46,557)	153%	50,680
June	-	-	-	0%	63,350
TOTAL	**97,236**				



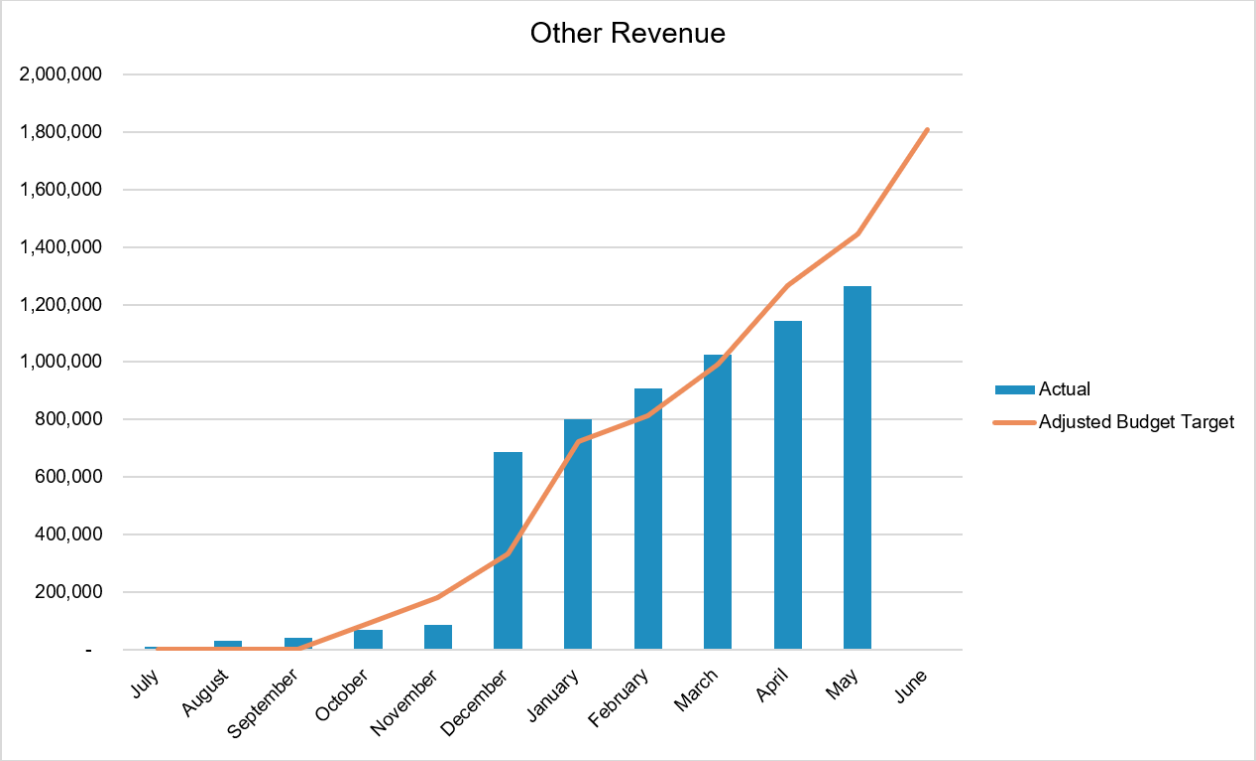
Licenses & Permits					
Month	**Period Actual**	**YTD Actual**	**Variance YTD and Adopted**	**% YTD to FY Adopted Total**	**Adopted Budget**
July	37,091	37,091	(37,091)	4%	-
August	137,403	174,494	(174,494)	17%	-
September	78,771	253,265	(253,265)	25%	-
October	104,434	357,698	(306,358)	35%	51,340
November	91,880	449,578	(346,898)	44%	102,680
December	123,045	572,624	(384,377)	56%	188,247
January	102,714	675,338	(264,617)	66%	410,721
Feburary	103,408	778,746	(316,685)	76%	462,061
March	115,687	894,433	(329,692)	87%	564,741
April	86,063	980,496	(261,735)	95%	718,761
May	77,491	1,057,987	(236,546)	103%	821,442
June	-	-	-	0%	1,026,802
TOTAL	**1,057,987**				



Use of Money & Property					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	(159,682)	(159,682)	159,682	-14%	-
August	44,451	(115,231)	115,231	-10%	-
September	245,762	130,531	(130,531)	11%	-
October	46,442	176,972	(119,538)	15%	57,435
November	47,940	224,912	(110,043)	20%	114,869
December	242,297	467,210	(256,617)	41%	210,593
January	152,008	619,218	(159,742)	54%	459,476
Feburary	70,498	689,716	(172,805)	60%	516,911
March	34,211	723,927	(92,148)	63%	631,780
April	129,451	853,379	(49,296)	74%	804,083
May	67,050	920,429	(1,477)	80%	918,952
June	-	-	-	0%	1,148,690
TOTAL	**920,429**				



Other Taxes					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	-	-	-	0%	-
August	200,438	200,438	(200,438)	10%	-
September	68,055	268,493	(268,493)	14%	-
October	91,282	359,775	(262,595)	19%	97,180
November	82,870	442,645	(248,285)	23%	194,360
December	51,950	494,595	(138,269)	25%	356,326
January	286,222	780,817	(3,378)	40%	777,439
Feburary	81,639	862,456	12,164	44%	874,619
March	54,857	917,313	151,666	47%	1,068,979
April	551,431	1,468,744	(108,225)	76%	1,360,519
May	79,305	1,548,049	6,829	80%	1,554,878
June	-	-	-	0%	1,943,598
TOTAL	**1,548,049**				



Other Revenue					
Month	**Period Actual**	**YTD Actual**	**Variance YTD and Adopted**	**% YTD to FY Adopted Total**	**Adopted Budget**
July	9,203	9,203	(9,203)	1%	-
August	20,426	29,629	(29,629)	2%	-
September	9,097	38,726	(38,726)	2%	-
October	27,900	66,626	23,753	4%	90,379
November	17,789	84,415	96,343	5%	180,757
December	600,731	685,145	(353,757)	38%	331,388
January	114,832	799,978	(76,948)	44%	723,029
Feburary	119,148	907,126	(93,718)	50%	813,408
March	116,824	1,023,950	(29,785)	57%	994,165
April	129,451	1,143,243	122,058	63%	1,265,301
May	122,610	1,265,853	180,205	70%	1,446,058
June	-	-	-	0%	1,807,573
TOTAL	**1,288,011**				

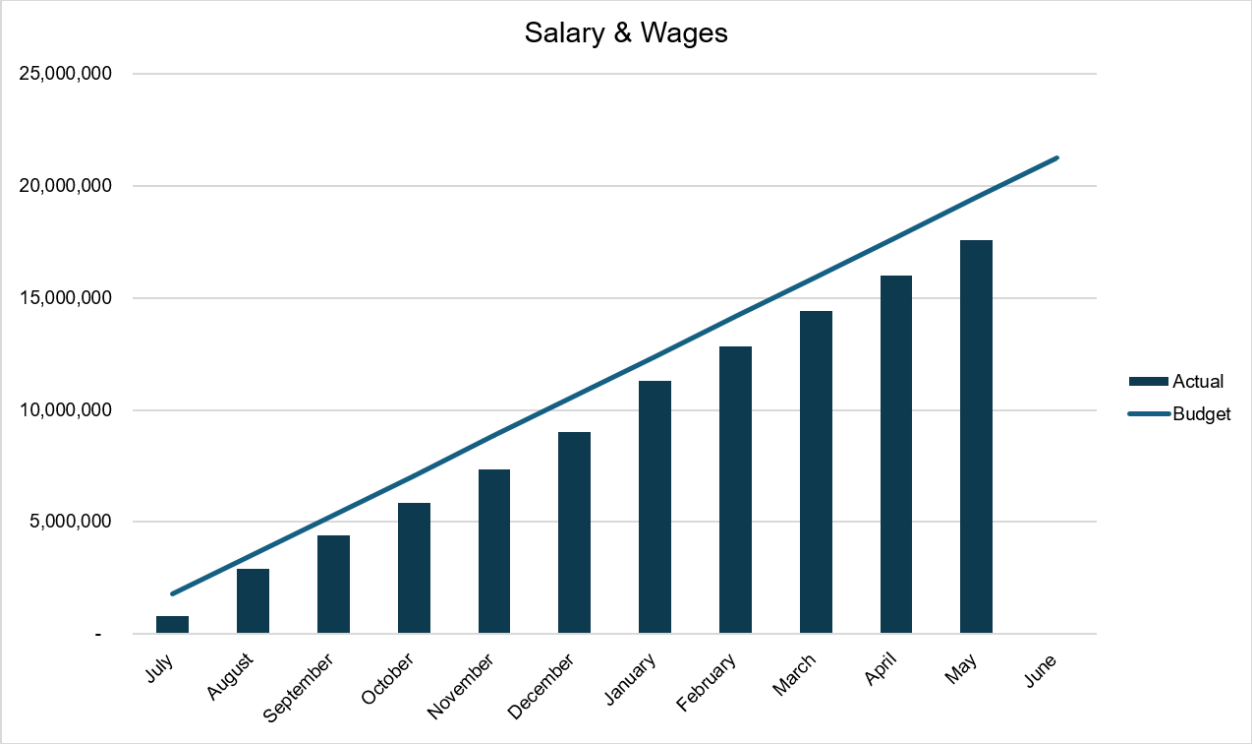
II. EXPENSES BY CATEGORY[1]

ADOPTED BUDGET BY CATEOGORY	
Category	**FY 2025-2026 Adopted Budget**
Salaries & Wages	21,251,246
Benefits	7,757,857
Operating Expenses	13,032,481
Capital Outlay	435,050
Other Expenses	2,039
Transfers	846,340
Total	**43,325,013**

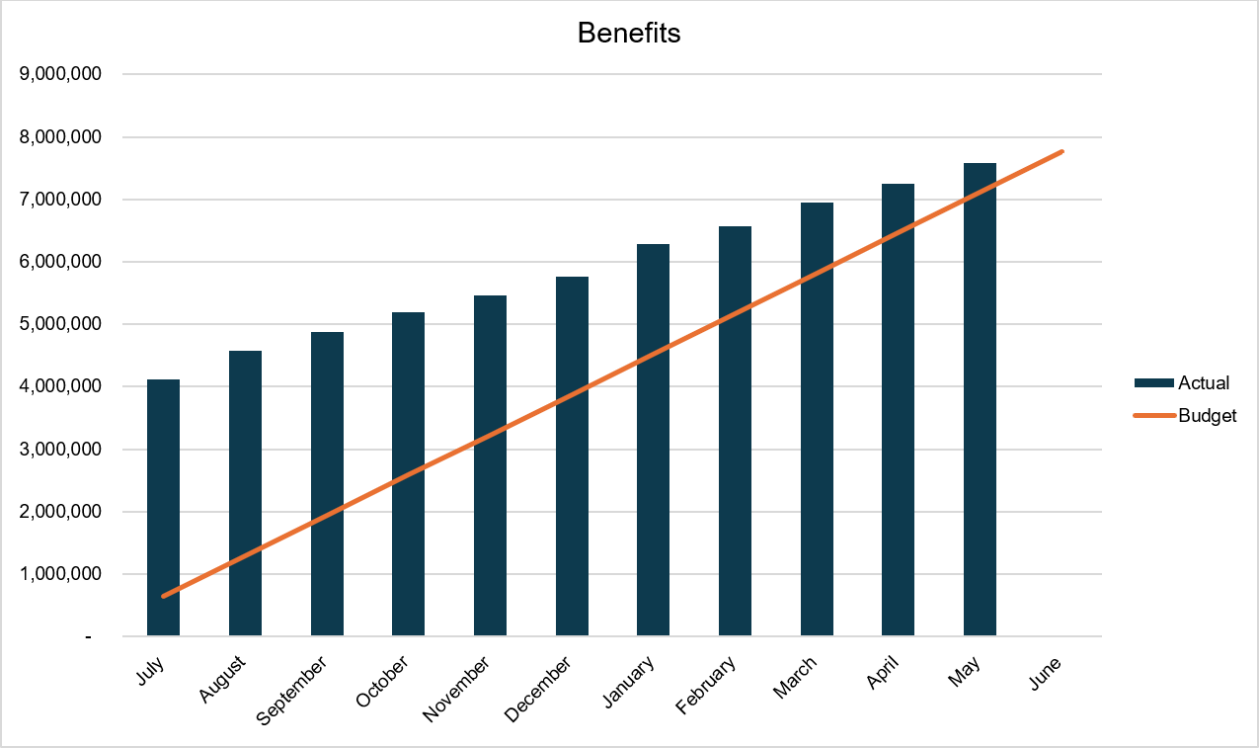
ACTUAL BY PERIOD											
Category	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**
Salaries & Wages	791,166	2,137,814	1,467,291	1,458,323	1,497,844	1,686,552	2,250,326	1,565,131	1,566,569	1,574,608	1,591,383
Benefits	4,121,272	451,936	307,128	313,595	271,140	300,548	518,142	292,618	370,231	297,003	339,604
Operating Expenses	498,896	677,029	1,138,667	1,099,886	722,253	916,412	1,177,251	985,520	1,131,769	629,991	1,273,854
Capital Outlay	-	1,203	8,010	19,539	1,512	20,475	5,754	4,444	9,591	68	10,343
Other Expenses	-	-	-	-	-	-	-	-	-	-	-
Transfers	-	-	-	-	-	45,469	-	-	-	-	-
Total	**5,411,334**	**3,267,981**	**2,921,095**	**2,891,343**	**2,492,749**	**2,969,455**	**3,951,473**	**2,847,712**	**3,078,160**	**2,501,670**	**3,215,184**

YEAR TO DATE ACTUAL											
Department	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**	**May**
Salaries & Wages	791,166	2,928,980	4,396,271	5,854,593	7,352,437	9,038,989	11,289,315	12,854,446	14,421,015	15,995,623	17,587,006
Benefits	4,121,272	4,573,208	4,880,335	5,193,931	5,465,071	5,765,619	6,283,760	6,576,378	6,946,609	7,243,613	7,583,217
Operating Expenses	498,896	1,175,925	2,314,592	3,414,478	4,136,731	5,053,143	6,230,393	7,238,150	8,369,802	8,999,793	10,273,646
Capital Outlay	-	1,203	9,212	28,751	30,263	50,738	56,492	60,860	70,451	70,519	80,862
Other Expenses	-	-	-	-	-	-	-	-	-	-	-
Transfers	-	-	-	-	-	45,469	45,469	45,469	45,469	45,469	45,469
Total	**5,411,334**	**8,679,315**	**11,600,411**	**14,491,753**	**16,984,502**	**19,953,957**	**23,905,430**	**26,775,303**	**29,853,346**	**16,359,394**	**35,570,200**

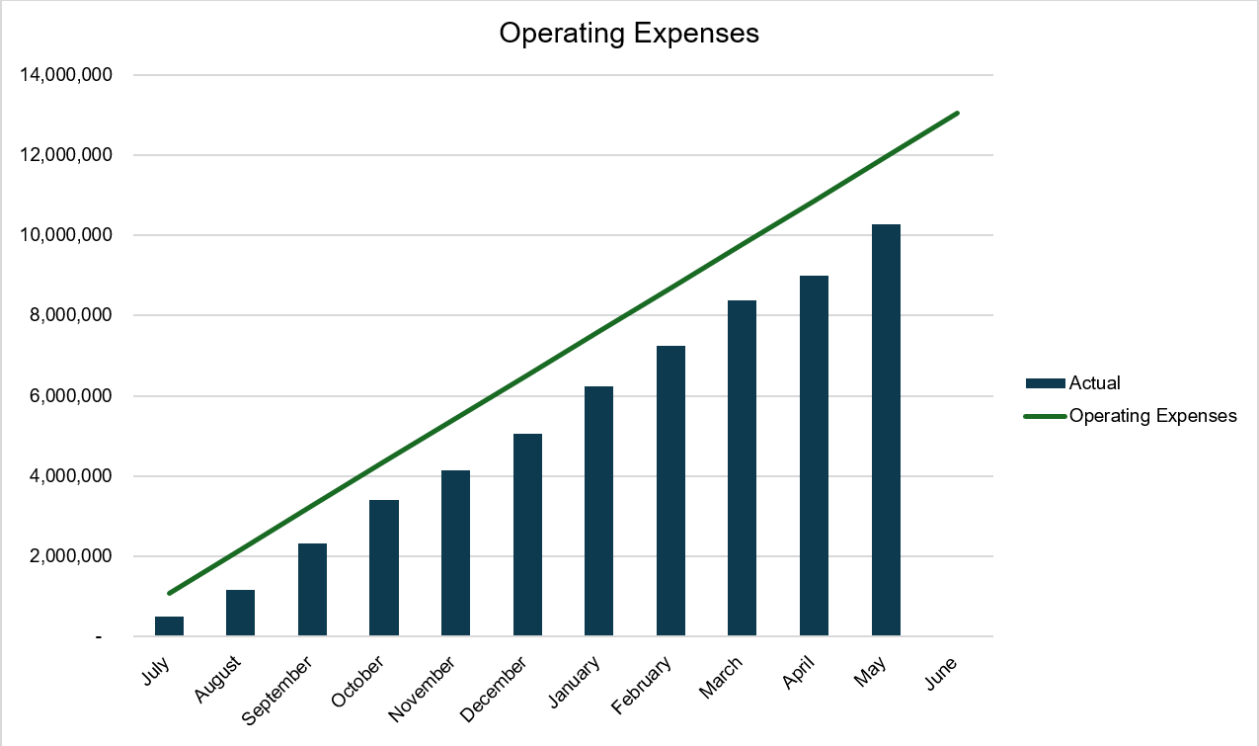
[1] Charts and tables for categories that have no data have been excluded from this report.



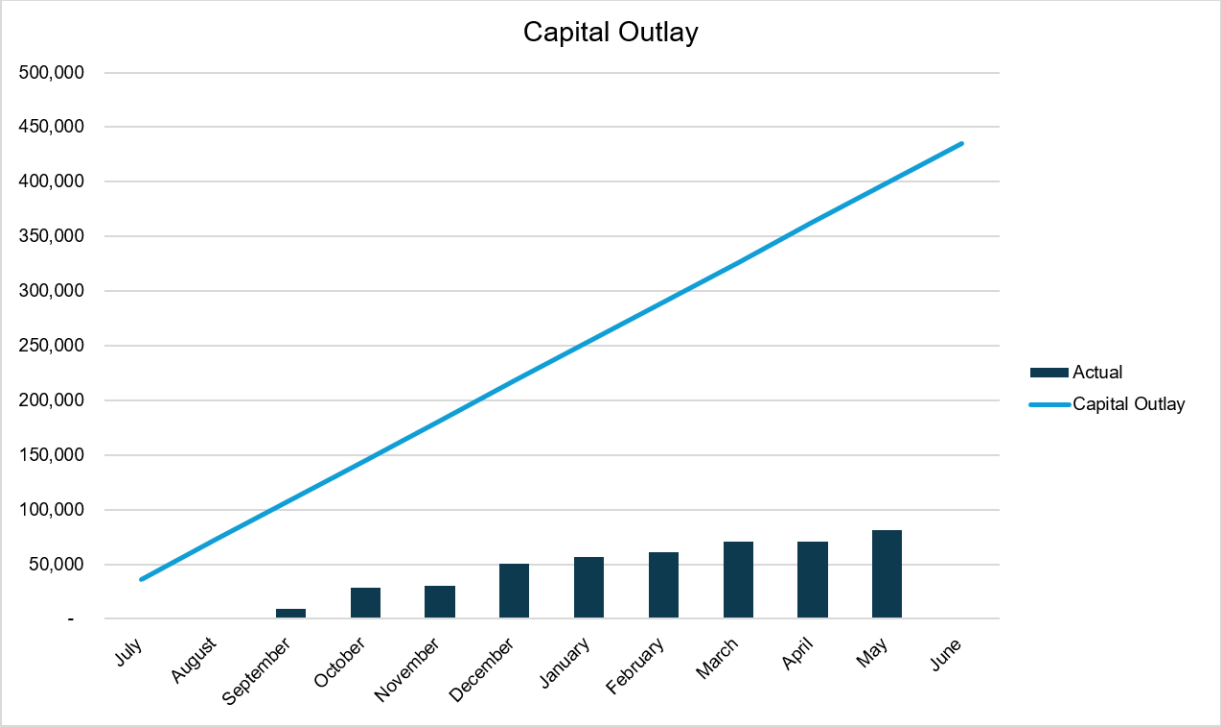
Salary & Wages					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	791,166	791,166	979,771	4%	1,770,937
August	2,137,814	2,928,980	612,895	14%	3,541,874
September	1,467,291	4,396,271	916,541	21%	5,312,811
October	1,458,323	5,854,593	1,229,155	28%	7,083,749
November	1,497,844	7,352,437	1,502,249	35%	8,854,686
December	1,686,552	9,038,989	1,586,634	43%	10,625,623
January	2,250,326	11,289,315	1,107,245	53%	12,396,560
Feburary	1,565,131	12,854,446	1,313,051	60%	14,167,497
March	1,566,569	14,421,015	1,517,419	68%	15,938,434
April	1,574,608	15,995,623	1,713,749	75%	17,709,372
May	1,591,383	17,587,006	1,893,303	83%	19,480,309
June	-	-	-	0%	21,251,246
TOTAL	**17,587,006**				



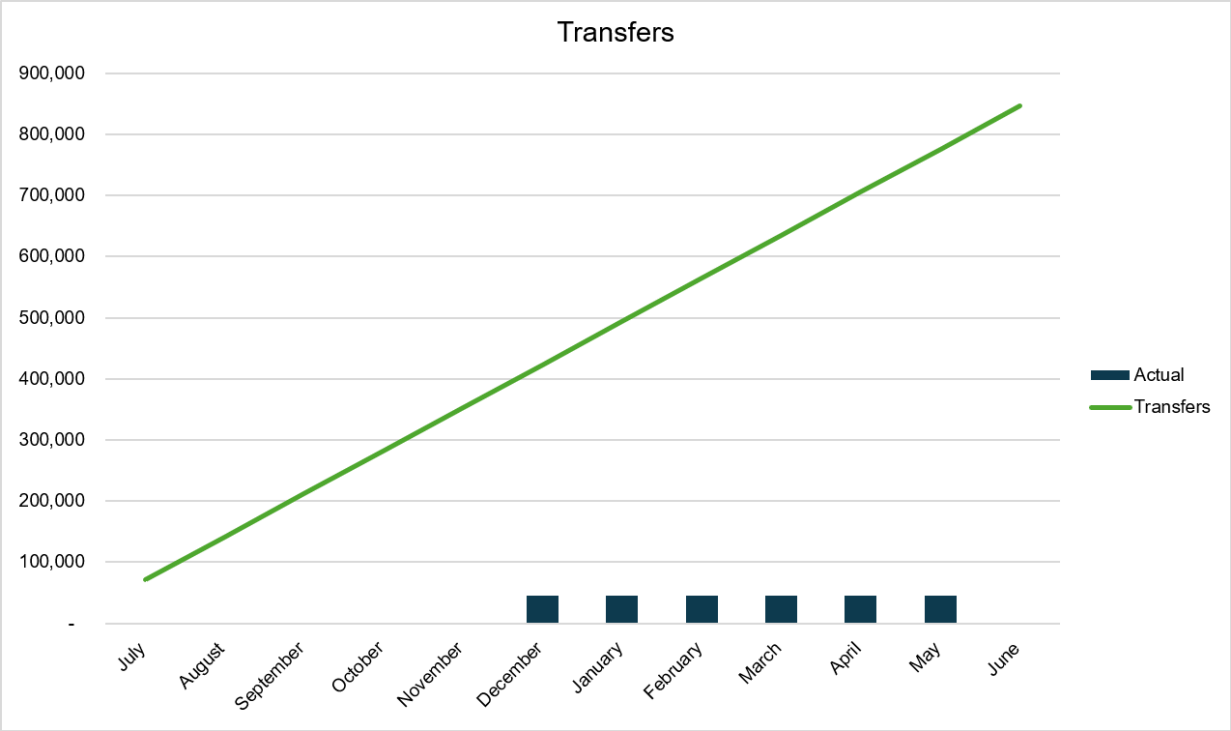
Benefits					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	4,121,272	4,121,272	(3,474,784)	53%	646,488
August	451,936	4,573,208	(3,280,232)	59%	1,292,976
September	307,128	4,880,335	(2,940,871)	63%	1,939,464
October	313,595	5,193,931	(2,607,979)	67%	2,585,952
November	271,140	5,465,071	(2,232,631)	70%	3,232,440
December	300,548	5,765,619	(1,886,690)	74%	3,878,929
January	518,142	6,283,760	(1,758,344)	81%	4,525,417
Feburary	292,618	6,576,378	(1,404,474)	85%	5,171,905
March	370,231	6,946,609	(1,128,217)	90%	5,818,393
April	297,003	7,243,613	(778,732)	93%	6,464,881
May	339,604	7,583,217	(471,848)	98%	7,111,369
June	-	-	-	0%	7,757,857
TOTAL	**7,583,217**				



Operating Expenses					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	498,896	498,896	587,144	4%	1,086,040
August	677,029	1,175,925	996,155	9%	2,172,080
September	1,138,667	2,314,592	943,528	18%	3,258,120
October	1,099,886	3,414,478	929,682	26%	4,344,160
November	722,253	4,136,731	1,293,470	32%	5,430,200
December	916,412	5,053,143	1,463,098	39%	6,516,241
January	1,177,251	6,230,393	1,371,887	48%	7,602,281
Feburary	985,520	7,238,150	1,450,171	56%	8,688,321
March	1,131,769	8,369,802	1,404,559	64%	9,774,361
April	629,991	8,999,793	1,860,608	69%	10,860,401
May	1,273,854	10,273,646	1,672,795	79%	11,946,441
June	-	-	-	0%	13,032,481
TOTAL	**10,251,526**				



Capital Outlay					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	-	-	36,254	0%	36,254
August	1,203	1,203	71,306	0%	72,508
September	8,010	9,212	99,550	2%	108,763
October	19,539	28,751	116,265	7%	145,017
November	1,512	30,263	151,007	7%	181,271
December	20,475	50,738	166,787	12%	217,525
January	5,754	56,492	197,287	13%	253,779
Feburary	4,444	60,860	229,174	14%	290,033
March	9,591	70,451	255,837	16%	326,288
April	68	70,519	292,022	16%	362,542
May	10,343	80,862	317,934	19%	398,796
June	-	-	-	0%	435,050
TOTAL	**80,939**				



Transfers					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	-	-	70,528	0%	70,528
August	-	-	141,057	0%	141,057
September	-	-	211,585	0%	211,585
October	-	-	282,113	0%	282,113
November	-	-	352,642	0%	352,642
December	45,469	45,469	377,701	5%	423,170
January	-	45,469	448,229	5%	493,698
Feburary	-	45,469	518,758	5%	564,227
March	-	45,469	589,286	5%	634,755
April	-	45,469	659,814	5%	705,283
May	-	45,469	730,343	5%	775,812
June	-	-	-	0%	846,340
TOTAL	**45,469**				

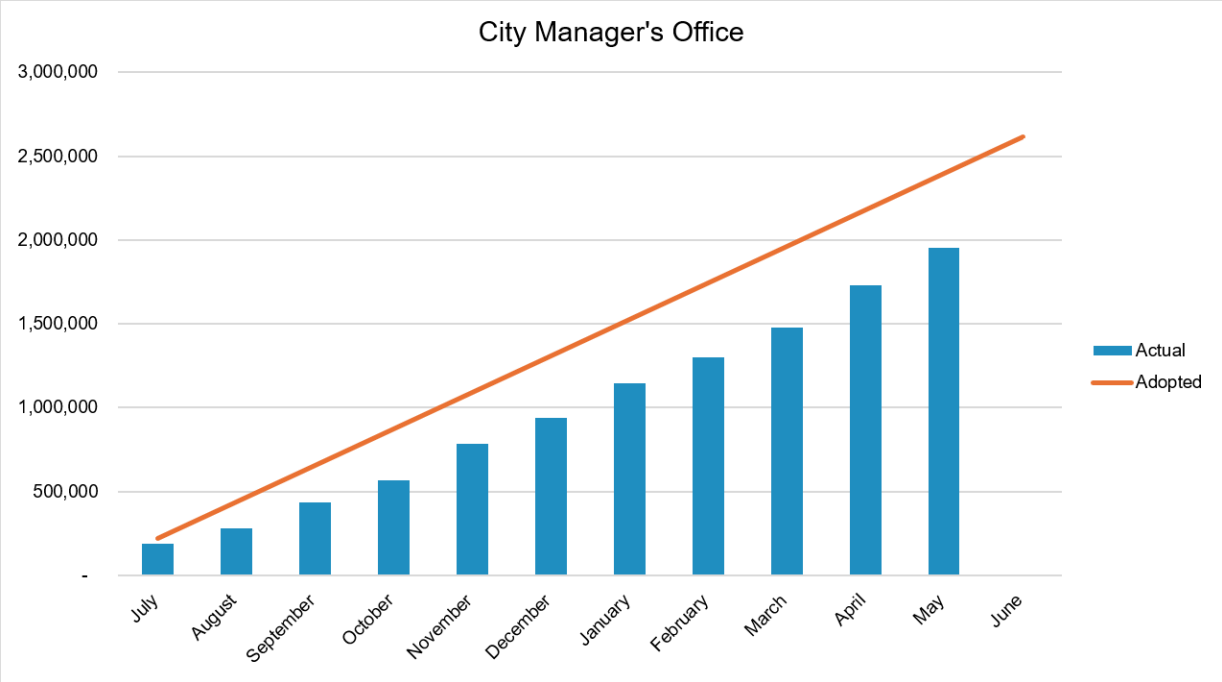
III. EXPENSES BY DEPARTMENT[2]

ADOPTED BUDGET	
Department	**FY 2025-2026 Total Adopted**
City Council	**148,444**
City Manager's Office	**2,616,104**
City Treasurer	**9,835**
Community Development	**3,098,239**
Community Services	**2,183,925**
Finance	**7,429,406**
Fire	**7,732,501**
Human Resources	**-**
Library	**2,486,768**
Police	**13,222,090**
Public Works	**3,551,361**
Transfers	**846,340**
Total	**43,325,013**

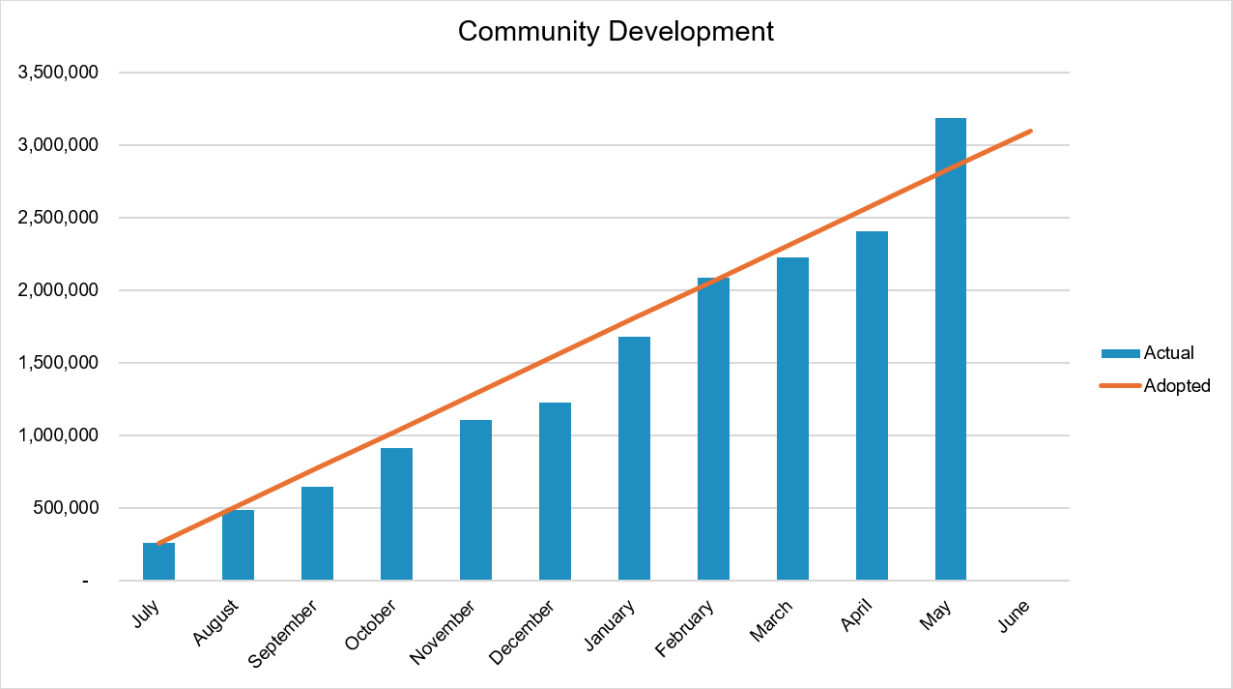
ACTUAL BY PERIOD										
Department	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**
City Manager's Office	191,604	86,937	153,983	135,854	213,764	157,144	204,571	183,407	175,847	254,968
Community Development	260,805	228,583	155,570	266,779	196,792	121,252	448,560	406,697	142,854	177,448
Community Services	215,380	183,538	140,655	108,286	99,752	102,711	118,599	109,325	109,592	99,079
Finance	261,638	523,058	758,923	254,773	229,238	744,977	458,519	272,154	589,227	311,225
Fire	1,384,574	615,519	497,241	446,065	426,208	478,397	747,935	475,877	465,225	453,788
Human Resources	-	-	-	358,633	18,551	25,081	65,725	39,742	28,851	30,745
Library	325,329	281,581	127,821	176,192	165,343	166,615	239,584	169,076	196,937	175,753
Police	2,558,016	1,099,260	841,516	844,081	840,817	903,993	1,264,842	903,717	1,009,427	841,519
Public Works	217,312	230,873	229,701	273,848	299,500	218,643	369,768	272,451	342,664	240,293
Total by Period	**5,414,659**	**3,249,351**	**2,905,411**	**2,864,509**	**2,489,966**	**2,918,812**	**3,918,103**	**272,451**	**3,060,623**	**2,584,818**

YEAR TO DATE ACTUALS										
Department	**July**	**August**	**September**	**October**	**November**	**December**	**January**	**February**	**March**	**April**
City Manager's Office	191,604	278,541	432,524	568,378	782,142	939,286	1,143,780	1,301,917	1,477,764	1,732,731
Community Development	260,805	489,388	644,959	911,737	1,108,529	1,229,781	1,678,341	2,085,038	2,227,892	2,405,340
Community Services	215,380	398,918	539,573	647,859	747,611	850,322	968,921	1,078,246	1,187,838	1,286,916
Finance	261,638	784,696	1,543,619	1,798,392	2,027,630	2,772,607	3,231,126	3,503,280	4,092,490	4,403,715
Fire	1,384,574	2,000,094	2,497,335	2,943,400	3,369,608	3,848,004	4,595,940	5,071,816	5,537,207	5,990,996
Human Resources	-	-	-	358,633	377,184	402,265	467,990	507,732	536,583	567,327
Library	325,329	606,910	734,731	910,923	1,076,266	1,242,881	1,482,465	1,651,541	1,848,312	2,024,066
Police	2,558,016	3,657,277	4,498,793	5,342,873	6,183,691	7,087,683	8,352,526	9,256,243	10,265,669	11,107,189
Public Works	217,312	448,185	677,886	951,734	1,251,234	1,469,877	1,839,645	2,112,095	2,454,760	2,695,053
Total Actuals	**5,414,659**	**8,664,009**	**11,569,420**	**14,433,930**	**16,923,895**	**19,842,707**	**23,760,733**	**26,567,909**	**29,628,515**	**32,213,333**

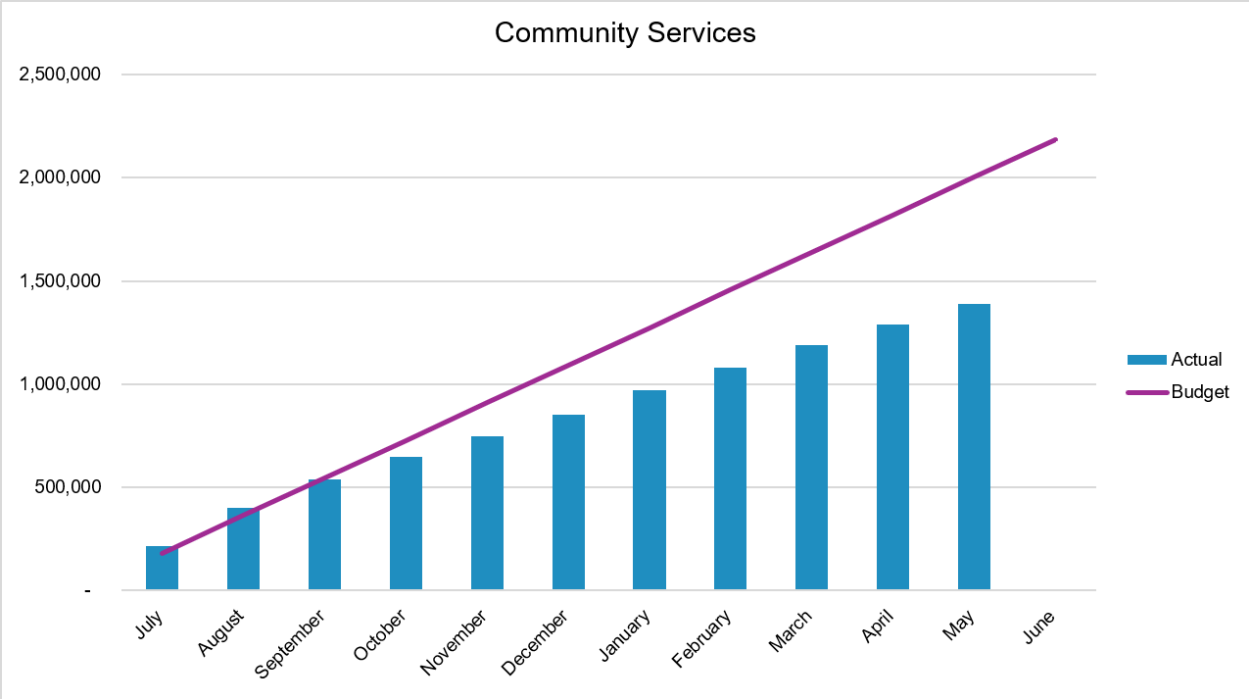
[2] This report only includes operating departments (i.e., City Manager's Office, Community Development). Transfers will be reflected in section II Expenses by Category.



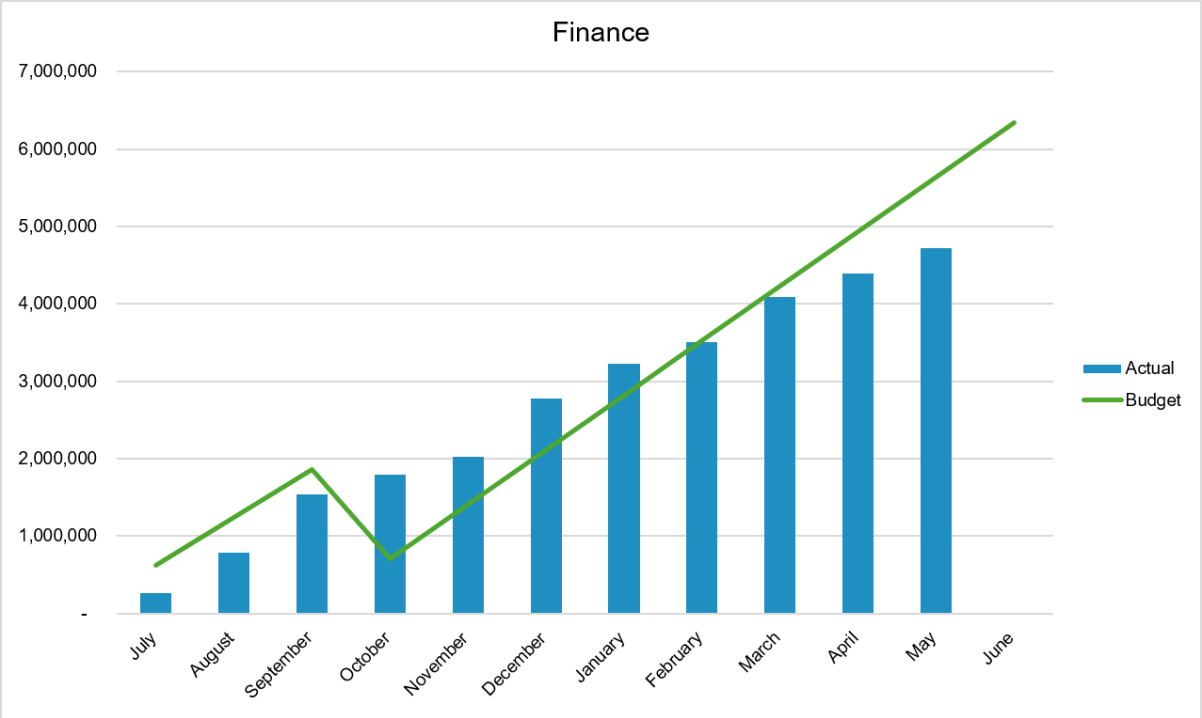
CITY MANAGER'S OFFICE					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	191,604	191,604	26,405	7%	218,009
August	86,937	278,541	157,476	11%	436,017
September	153,983	432,524	221,502	17%	654,026
October	135,854	568,378	303,656	22%	872,035
November	213,764	782,142	307,901	30%	1,090,043
December	157,144	939,286	368,766	36%	1,308,052
January	204,571	1,143,780	382,280	44%	1,526,060
Feburary	183,407	1,301,917	442,152	50%	1,744,069
March	175,847	1,477,764	484,314	56%	1,962,078
April	254,968	1,732,731	447,355	66%	2,180,086
May	218,378	1,951,110	446,985	75%	2,398,095
June	-	-	-	0%	2,616,104
TOTALS	**1,976,456**				



COMMUNITY DEVELOPMENT					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	260,805	260,805	(2,618)	8%	258,187
August	228,583	489,388	26,985	16%	516,373
September	155,570	644,959	129,601	21%	774,560
October	266,779	911,737	121,009	29%	1,032,746
November	196,792	1,108,529	182,404	36%	1,290,933
December	121,252	1,229,781	319,338	40%	1,549,119
January	448,560	1,678,341	128,964	54%	1,807,306
Feburary	406,697	2,085,038	(19,546)	67%	2,065,492
March	142,854	2,227,892	95,787	72%	2,323,679
April	177,448	2,405,340	176,526	78%	2,581,866
May	783,711	3,189,051	(348,999)	103%	2,840,052
June	-	-	-	0%	3,098,239
TOTAL	**3,189,051**				

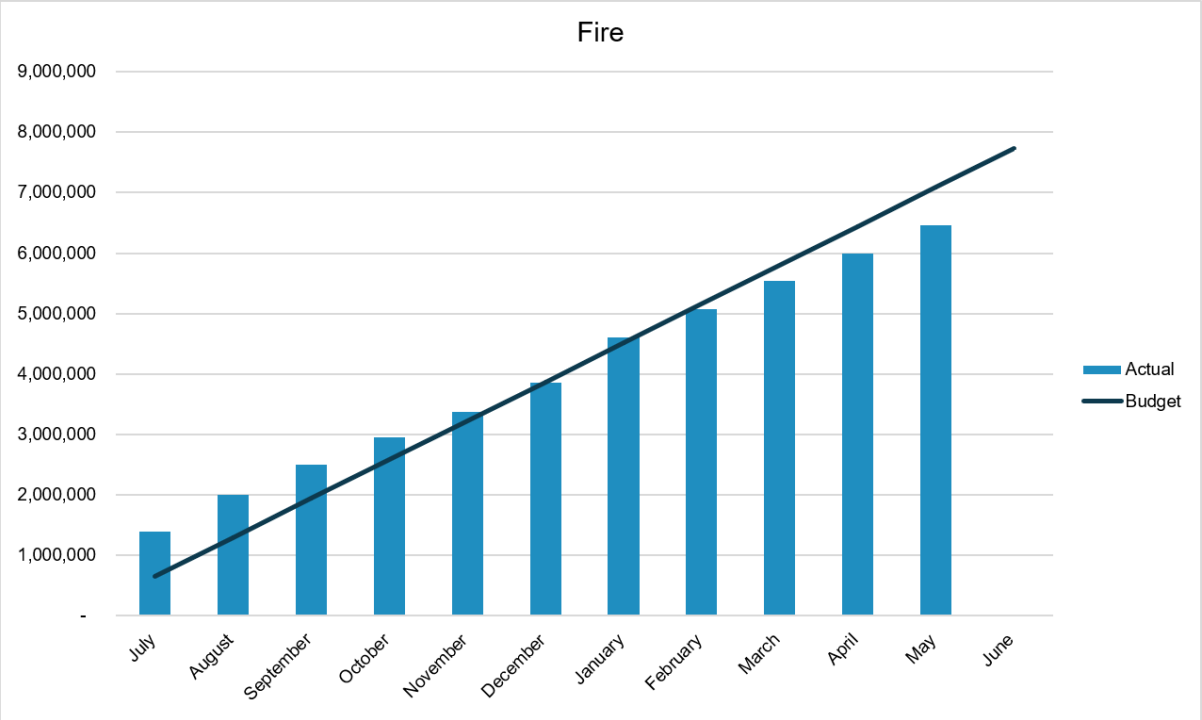


COMMUNITY SERVICES					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	215,380	215,380.30	(33,386.53)	10%	181,994
August	183,538	398,918	(34,930)	18%	363,988
September	140,655	539,573	6,408	25%	545,981
October	108,286	647,859	80,116	30%	727,975
November	99,752	747,611	162,358	34%	909,969
December	102,711	850,322	241,641	39%	1,091,963
January	118,599	968,921	305,036	44%	1,273,956
Feburary	109,325	1,078,246	377,704	49%	1,455,950
March	109,592	1,187,838	450,106	54%	1,637,944
April	99,079	1,286,916	533,022	59%	1,819,938
May	103,631	1,390,547	611,384	64%	2,001,932
June	-	-	-	0%	2,183,925
TOTAL	**1,390,547**				

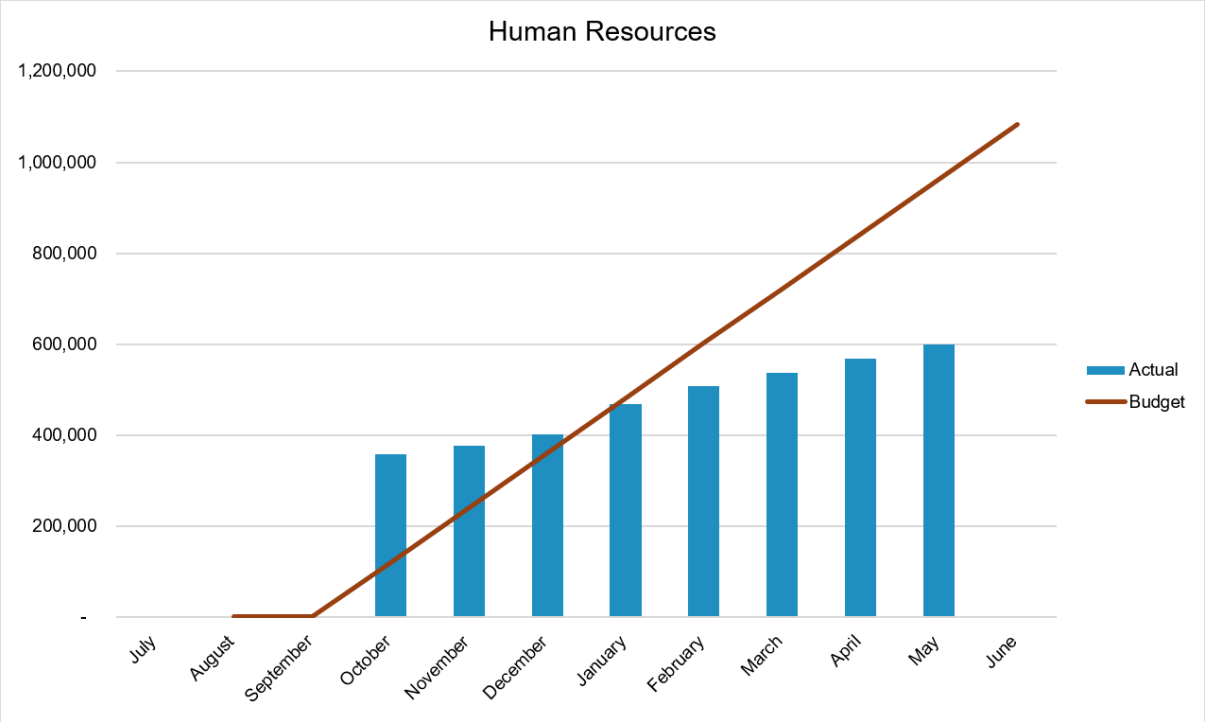


FINANCE					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	261,638	261,638	357,479	4%	619,117
August	523,058	784,696	453,538	12%	1,238,234
September	758,923	1,543,619	313,732	24%	1,857,351
October	254,773	1,798,392	(1,093,176)	28%	705,216
November	229,238	2,027,630	(617,198)	32%	1,410,432
December	744,977	2,772,607	(656,959)	44%	2,115,648
January	458,519	3,231,126	(410,262)	51%	2,820,863
Feburary	272,154	3,503,280	22,799	55%	3,526,079
March	589,227	4,092,490	138,805	64%	4,231,295
April	304,712	4,397,201	539,309	69%	4,936,511
May	329,200	4,726,401	915,325	74%	5,641,727
June	-	-	-	0%	6,346,943
TOTAL	**4,726,418**				

Note: The adopted budget as of August 20, 2025, totaled $7,429,406, which included allocations for the Human Resources division. As of October 2025, Human Resources became a standalone department with an established budget of $1,082,463.17. The revised budget for the Finance Department is $6,346,943.

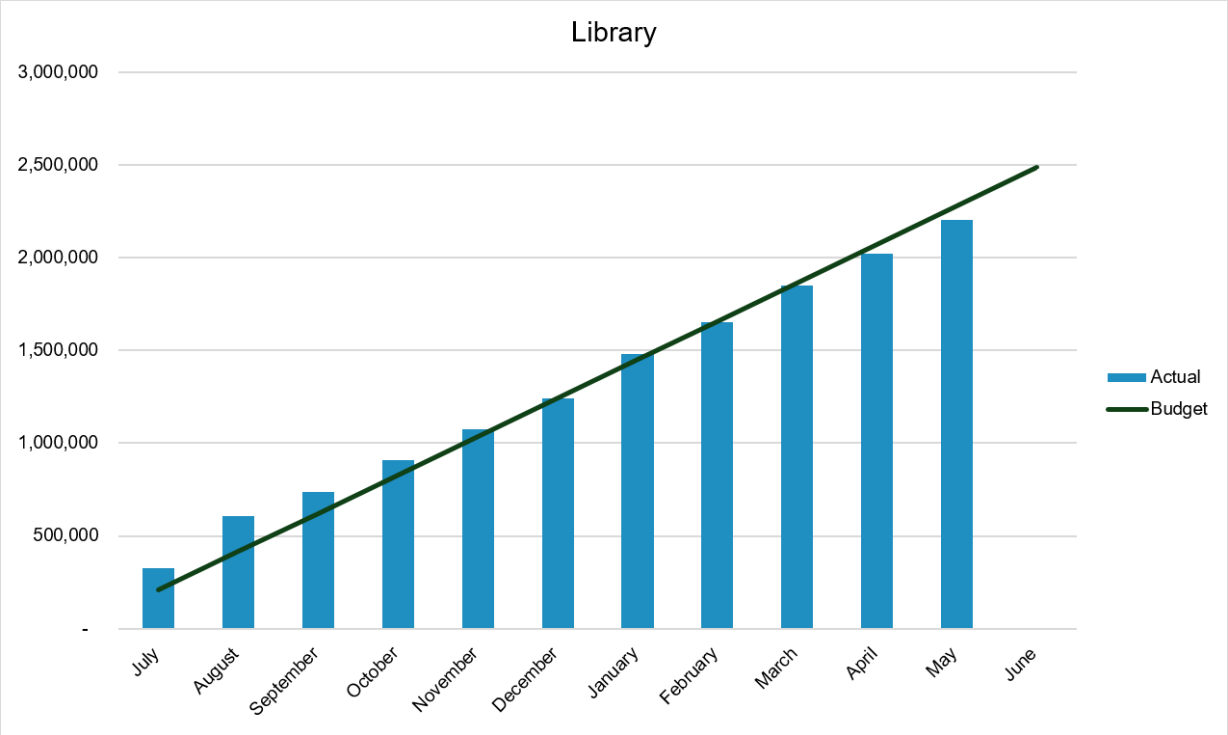


FIRE					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	1,384,574	1,384,574	(740,199)	18%	644,375
August	615,519	2,000,094	(711,344)	26%	1,288,750
September	497,241	2,497,335	(564,210)	32%	1,933,125
October	446,065	2,943,400	(365,899)	38%	2,577,500
November	426,208	3,369,608	(147,732)	44%	3,221,875
December	478,397	3,848,004	18,246	50%	3,866,251
January	747,935	4,595,940	(85,314)	59%	4,510,626
Feburary	475,877	5,071,816	83,184	66%	5,155,001
March	465,225	5,537,207	262,169	72%	5,799,376
April	453,788	5,990,996	452,755	77%	6,443,751
May	468,556	6,459,551	628,575	84%	7,088,126
June	-	-	-	0%	7,732,501
TOTAL	**6,459,386**				

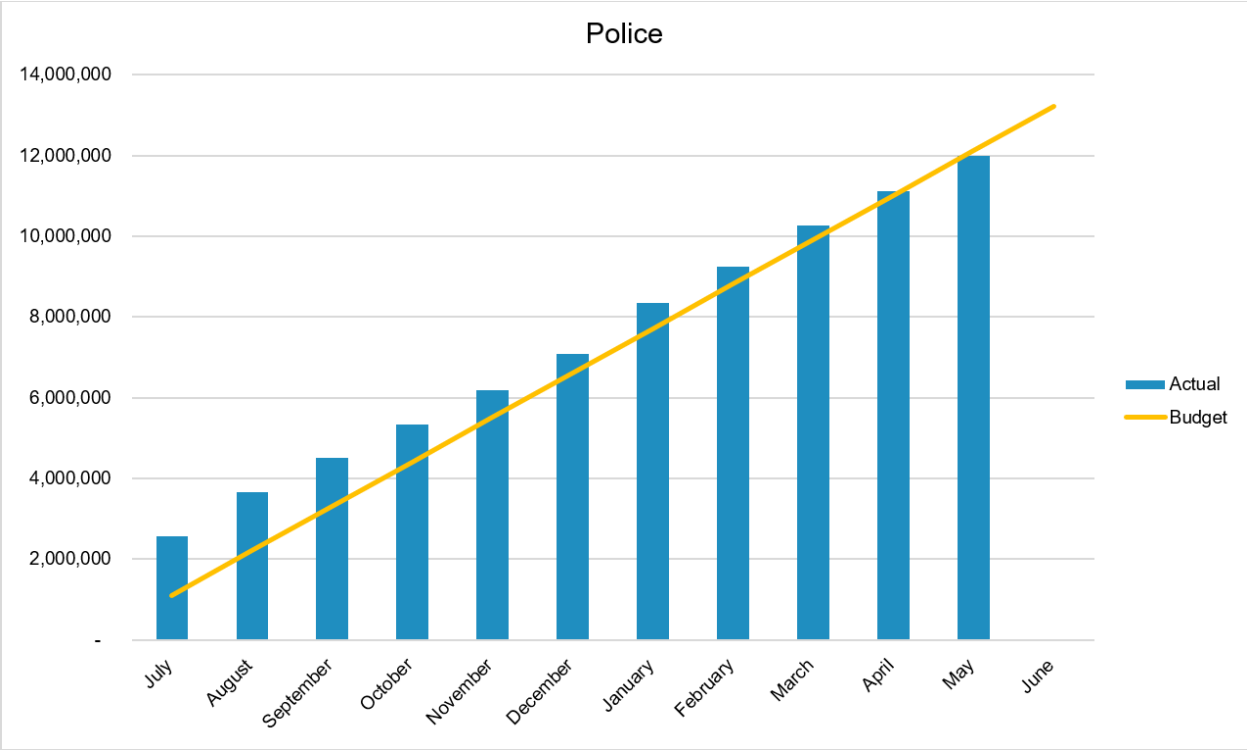


HUMAN RESOURCES					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	-	-	-	0%	-
August	-	-	-	0%	-
September	-	-	-	0%	-
October	358,633	358,633	(238,360)	33%	120,273.69
November	18,551	377,184	(136,637)	35%	240,547.37
December	25,081	402,265	(41,444)	37%	360,821.06
January	65,725	467,990	13,105	43%	481,094.74
Feburary	39,742	507,732	93,637	47%	601,368.43
March	28,851	536,583	185,060	50%	721,642.11
April	30,745	567,327	274,589	52%	841,915.80
May	32,285	599,612	362,577	55%	962,189.48
June	-	-	-	0%	1,082,463.17
TOTAL	**599,612**				

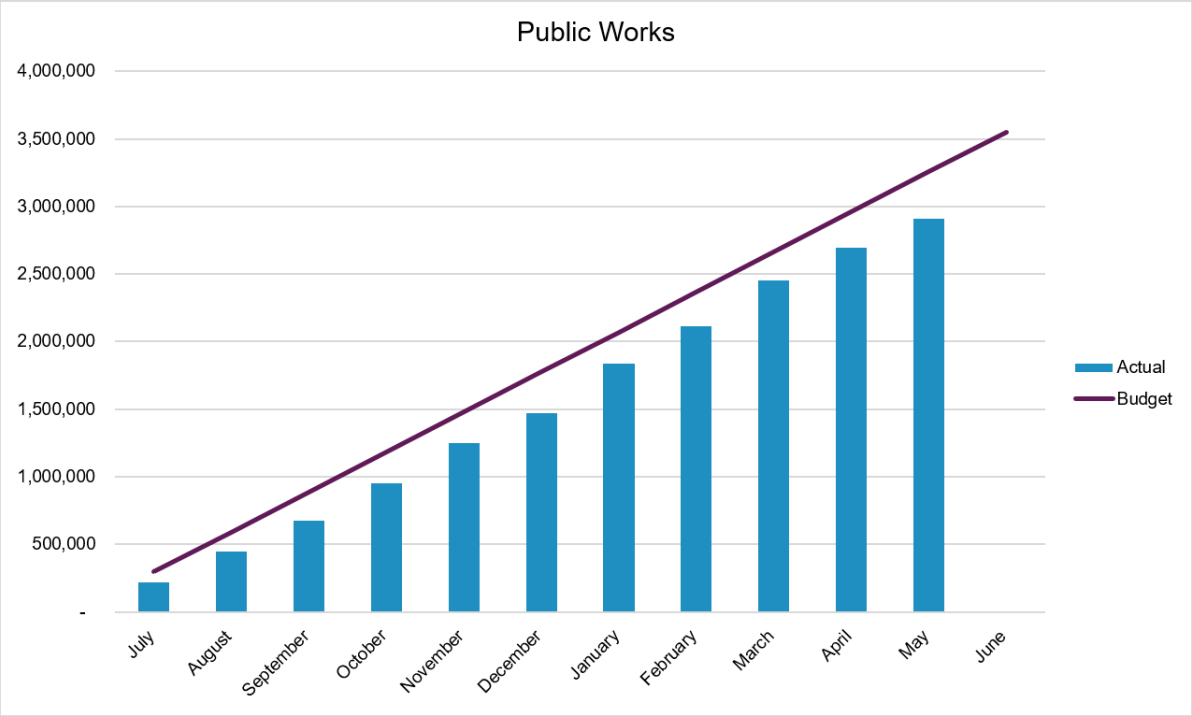
Note: New department established as of October 2025, with a budget of $1,082,463.17.



LIBRARY					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	325,329	325,329	(118,098)	13%	207,231
August	281,581	606,910	(192,449)	24%	414,461
September	127,821	734,731	(113,039)	30%	621,692
October	176,192	910,923	(82,000)	37%	828,923
November	165,343	1,076,266	(40,113)	43%	1,036,153
December	166,615	1,242,881	503	50%	1,243,384
January	239,584	1,482,465	(31,850)	60%	1,450,615
Feburary	169,076	1,651,541	6,304	66%	1,657,845
March	196,937	1,848,312	16,763	74%	1,865,076
April	175,753	2,024,066	48,241	81%	2,072,306
May	180,866	2,204,932	74,606	89%	2,279,537
June	-	-	-	0%	2,486,768
TOTAL	**2,205,097**				



POLICE					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	2,558,016	2,558,016	(1,456,175)	19%	1,101,841
August	1,099,260	3,657,277	(1,453,595)	28%	2,203,682
September	841,516	4,498,793	(1,193,270)	34%	3,305,522
October	844,081	5,342,873	(935,510)	40%	4,407,363
November	840,817	6,183,691	(674,486)	47%	5,509,204
December	903,993	7,087,683	(476,638)	54%	6,611,045
January	1,264,842	8,352,526	(639,640)	63%	7,712,886
Feburary	903,717	9,256,243	(441,516)	70%	8,814,727
March	1,009,427	10,265,669	(349,102)	78%	9,916,567
April	841,519	11,107,189	(88,780)	84%	11,018,408
May	875,693	11,982,882	137,367	91%	12,120,249
June	-	-	-	0%	13,222,090
TOTAL	**11,982,882**				

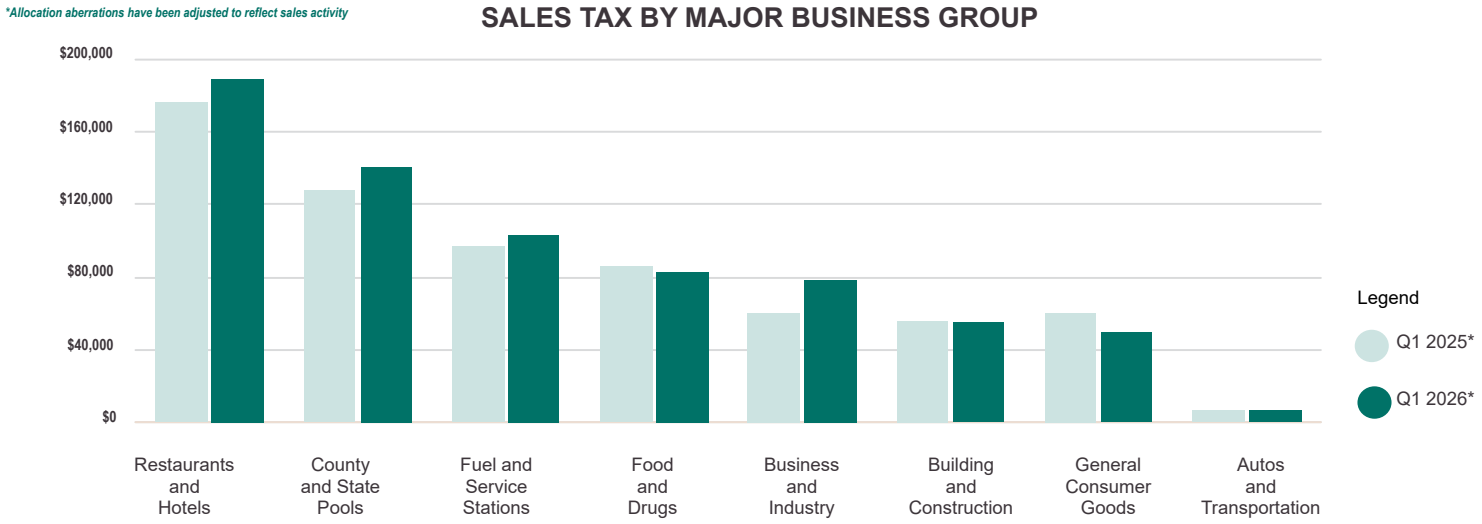


PUBLIC WORKS					
Month	Period Actual	YTD Actual	Variance YTD and Adopted	% YTD to FY Adopted Total	Adopted Budget
July	217,312	217,312	78,635	6%	295,947
August	230,873	448,185	143,708	13%	591,894
September	229,701	677,886	209,954	19%	887,840
October	273,848	951,734	232,053	27%	1,183,787
November	299,500	1,251,234	228,500	35%	1,479,734
December	218,643	1,469,877	305,804	41%	1,775,681
January	369,768	1,839,645	231,983	52%	2,071,627
Feburary	272,451	2,112,095	255,479	59%	2,367,574
March	342,664	2,454,760	208,761	69%	2,663,521
April	239,640	2,694,400	265,067	76%	2,959,468
May	215,807	2,910,207	345,207	82%	3,255,414
June	-	-	-	0%	3,551,361
TOTAL	**2,910,207**				

CITY OF SOUTH PASADENA
SALES TAX UPDATE
1Q 2026 (JANUARY - MARCH)

SOUTH PASADENA	5.5%	4.2%	4.0%
TOTAL: $ 706,694	1Q2026	COUNTY	STATE

*Allocation aberrations have been adjusted to reflect sales activity



Measure A
TOTAL: $756,414

0.5%

CITY OF SOUTH PASADENA HIGHLIGHTS

South Pasadena's receipts from January through March were 1.2% above the first sales period in 2025. Excluding reporting aberrations, actual sales were up 5.5%.

Consumer spending remained resilient despite weaker consumer confidence, supporting stronger-than-expected sales tax performance. Taxable sales are projected to finish FY 2025-26 approximately 3% above the prior year, with modest growth expected to continue into FY 2026-27. Inflation, interest rates, and pricing trends remain key factors to monitor, but the near-term outlook for sales tax revenues remains positive.

The largest major industry group growth came from business-industry, including business services. Returns from casual dining, service stations, grocery stores, and the state and county pools were also up.

Sales from home furnishings declined and partially offset the overall net quarterly gain.

The City's Transaction and Use Tax Measure A generated 107.2% of the Bradley Burns amount, led by the strongest percentage growth from the general consumer goods sector.

Net of aberrations, taxable sales for all of Los Angeles County grew 4.2% over the comparable time period; the Southern California region was up 4.0%.

TOP 25 PRODUCERS

- Ace Hardware
- Arco
- Bristol Farms
- Cannonball
- Chevron
- Gus's BBQ
- Hi Life Burgers
- M3 Office
- McDonald's
- Mike & Annes
- Mission Tile West
- Mission West Kitchen & Bath
- Oak Tree Inn
- Panda Express
- Prietto Catering
- Ralphs Fuel Center
- Riccio Vidaurre Design
- Rice & Nori
- Shakers & Canoe House
- Shell
- T Mobile
- Trader Joe's
- Twoheys Restaurant
- Urban Pet South Pasadena
- Vons & Pavilions

HdL Companies

STATEWIDE RESULTS

California's local one cent sales and use tax receipts posted moderate growth during the first quarter, reflecting resilient consumer behavior despite persistent economic headwinds. For the months of January through March, revenues increased 4% from the year ago quarter after adjusting for accounting anomalies.

Strong consumer spending patterns did not falter and was the main reason of growth, partially enhanced by larger-than-expected income tax refunds. Both online retailers and brick and mortar merchants experienced dynamic changes over last year that far exceed expectations. E-commerce remains the platform of choice providing convenience, broad product availability, and flexible payment options – benefitting the business-industry sector and allocations via the countywide use tax pool. Family apparel and discount department stores both boosted general consumer goods the most, with a slight bump in gas prices further pushing returns from multiple vendors.

Patronage at restaurants resulted in a 4.2% year over year jump. With demand constrained due to increasing price-sensitivity and slower foot traffic, gains by all types of eateries signaled underlying resolve to dine out. Temporary events further contributed to the positive outcome – Southern California wildfires hindered 2025 and the Super Bowl lifting 2026.

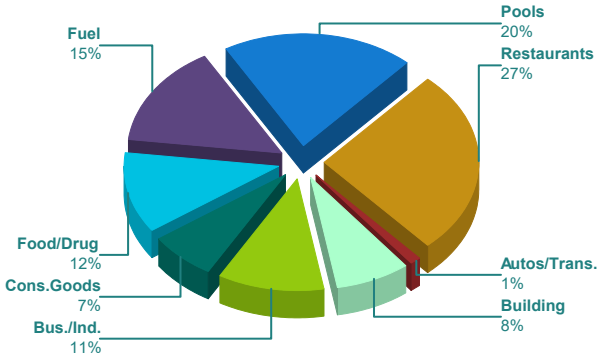
The first quarter also included the initial impacts of elevated tensions in the Middle East which drove West Texas Intermediate crude oil prices above $95 per barrel. This had an immediate impact on local gas prices resulting in a modest bump to receipts from gas stations and created large amounts of uncertainty. Recently, the conflict appears to have subsided with the Strait of Hurmuz reopened reducing the possibility of future strain.

Autos-transportation posted a nominal gain in first quarter 2026, as higher average transaction prices offset weaker unit sales. These price increases reflected tariff impacts reaching consumers after months of absorption by automakers, along with rising material costs. As in the prior quarter, the transition to the new DMV payment system for used vehicle dealers under AB 85 modestly reduced cash receipts, with adjustments still pending.

Overall, the short-term outlook remains cautiously optimistic. Normal consumer spending combined with multiple host sites of World Cup matches and corresponding tourism should sustain growth, albeit varied regionally. The Middle East conflict temporarily resulted in $6 per gallon average peak pricing during the start of the summer months. The forecast is coupled with a national inflation rate anticipates an upward trend leaving little room for the Federal Reserve to alter interest rate in a favorable way for consumers, potentially slowing down the retail economy.

REVENUE BY BUSINESS GROUP

South Pasadena This Quarter*



*ADJUSTED FOR ECONOMIC DATA

TOP NON-CONFIDENTIAL BUSINESS TYPES

South Pasadena Business Type	Q1 '26	Change	County Change	HdL State Change
Casual Dining	117,142	13.3% ↑	5.0% ↑	4.1% ↑
Service Stations	103,387	6.5% ↑	0.6% ↑	1.1% ↑
Grocery Stores	74,296	2.7% ↑	1.2% ↑	-1.0% ↓
Quick-Service Restaurants	38,452	-1.8% ↓	1.1% ↑	1.9% ↑
Fast-Casual Restaurants	23,944	2.3% ↑	2.6% ↑	3.7% ↑
Specialty Stores	14,569	1.7% ↑	-2.4% ↓	-1.9% ↓
Business Services	13,411	74.8% ↑	28.1% ↑	8.1% ↑
Electronics/Appliance Stores	11,518	-13.0% ↓	-4.9% ↓	-1.5% ↓
Auto Repair Shops	6,389	-4.1% ↓	-5.2% ↓	-2.1% ↓
Light Industrial/Printers	5,581	-3.0% ↓	0.7% ↑	3.9% ↑

**Allocation aberrations have been adjusted to reflect sales activity*

City Council
Agenda Report

ITEM NO. 11

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nick Kimball, Assistant City Manager/CFO
Mark Siegfried, Accounting Manager/Controller

SUBJECT: **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG & ASSOCIATES FOR ACCOUNTING CONSULTANT SERVICES**

Recommendation
Staff recommends that the City Council approve the Professional Services Agreement with MV Cheng & Associates, Inc. for a one-year term from July 1, 2026 through June 30, 2027 for a total compensation amount not to exceed $65,000.

Executive Summary
Since July 2022, the City has contracted with MV Cheng & Associates, Inc. for accounting and financial consulting services, including general ledger maintenance, financial statement preparation, budget development, audit coordination, and grant compliance, with the agreement amended several times as needs evolved. Significant Finance Department staffing challenges required this outside support to sustain core operations. While most staffing firms have since been phased out as full-time staff were hired, completing the Department's significant FY 2025-2026 work plan required continued temporary assistance.

Certain critical functions, including accounts payable and miscellaneous revenue reconciliation, have not yet fully transitioned to in-house staff and are expected to do so within 9 to 12 months as workload and technology improvements free up capacity. Staff recommends approving a new one-year agreement with MV Cheng & Associates, which has the same practical effect as extending the current agreement with compensation adjusted to reflect anticipated needs, ensuring continuity of essential financial operations and continued GAAP/GASB compliance during the transition.

Background
On July 12, 2022, the City entered into a Professional Services Agreement with MV Cheng & Associates, Inc. to provide accounting and financial consulting services. Since the inception of the original agreement, the consultant has assisted the City with:

- General ledger maintenance and reconciliations;
- Financial statement preparation;
- Budget development and monitoring;
- Audit preparation and coordination;
- Grant accounting and compliance;

- Special financial projects as assigned.

An additional contract and multiple amendments have been executed since the award of the initial contract:

- July 12, 2022-initial contract
- October 24, 2022-second contract
- January 18, 2023-first amendment
- October 4, 2023-second amendment
- April 17, 2024-third amendment
- July 17, 2024-fourth amendment
- November 20, 2024-fifth amendment

Analysis

Cities and other public agencies periodically engage professional accounting staffing firms to supplement in-house finance and accounting staff on a temporary or as-needed basis. These arrangements help agencies maintain continuity of essential financial operations, such as accounts payable, payroll processing, financial reporting, and reconciliations, during periods of staff vacancies, extended leaves, increased workload, or system transitions. Given the specialized knowledge required for governmental accounting and the often lengthy recruitment process for permanent finance positions, staffing firms provide access to qualified, experienced professionals who can be deployed quickly and scaled up or down as needs change. This flexibility allows the City to avoid disruptions to critical accounting functions, maintain compliance with reporting deadlines and internal control requirements, and support staff during periods of transition without committing to the long-term costs associated with additional permanent positions.

Over the past few years, the Finance Department has experienced significant staffing challenges and has utilized the services of a number of accounting and staffing firms to ensure continuation of basic accounting processes to keep the organization functioning. As the City has hired full time staff, most of the staff supplement firms have been able to be discontinued. However, to accomplish the Finance Department's FY 2025-2026 work plan, which included completing two (2) years of audited financial statements, produce two (2) adopted budgets since July 1, 2025, develop and provide monthly budget reports, increase Finance Department support of purchasing and capital project financing, upgrade the City's Enterprise Resource Planning system, update user fees and charges, modernize critical finance policies, and provide training to user departments, the Department required additional staff supplement services on a temporary basis.

As the Finance Department completes the transition of all financial processes to City staff, there are a few critical processes that need to be maintained, such as Accounts Payable and miscellaneous revenue reconciliation, that have not been fully transitioned. As the Department manages staff workload and explores technology solutions to reduce time spent on certain labor intensive activities, those solutions will free up time for existing staff to fully transition and take over A/P and recording other miscellaneous transactions. It is anticipated that this effort will take approximately 9 - 12 months to fully complete.

Extending the agreement will provide continuity of services without interruption while allowing staff to maintain compliance with generally accepted accounting principles (GAAP), Governmental Accounting Standards Board (GASB) requirements, and applicable state regulations.

The proposed agreement does not substantially change the scope of work. Rather, it is a new one-year agreement, which has the same practical effect of extending the term of their existing agreement and adjusts the compensation to reflect anticipated service needs during this one-year period.

Staff has evaluated the consultant's performance and finds the services to be satisfactory. The consultant's familiarity with the City's financial systems and operations minimizes transition time and reduces costs associated with onboarding a new consultant.

Fiscal Impact
Funding for the proposed amendment is included in the adopted Fiscal Year 2026-27 Budget within the Finance Department professional services account. No additional budget appropriation is required.

Attachment:
Attachment No. 1 - Prior Professional Services Agreement with MV Cheng & Associates, Inc.
Attachment No. 2 - Updated Professional Services Agreement with MV Cheng & Associates, Inc.

FOURTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG AND ASSOCIATES, INC.
FOR TEMPORARY CONSULTANT SERVICES

THIS FOURTH AMENDMENT ("Amendment") is made on this 17th day of July, 2024, by and between the CITY OF SOUTH PASADENA ("CITY") and MV Cheng & Associates, Inc. ("CONSULTANT").

RECITALS

WHEREAS, on July 12, 2022, the City entered an agreement with the Consultant MV Cheng & Associates, Inc., to provide Financial Consulting Services to the City of South Pasadena (City) for total maximum amount of $25,000; and

WHEREAS, on October 22, 2022, the City Council approved an Agreement in the amount not to exceed $115,200;

WHEREAS, on January 18, 2023, Amendment No. 1 was approved by the City Council to extend the termination date of the Agreement to August 31, 2023, in an amount not to exceed $199,400, bringing the aggregate total of Agreement and Amendments is a sum total of $344,000; and

WHEREAS, on October 4, 2023, Amendment No. 2 was approved by the City Council to extend the termination date of the Agreement to June 30, 2024, and

WHEREAS, on April 17, 2024, Amendment No. 3 was approved by the City Council to increase the contract in the amount not to exceed of $90,000, bringing the aggregate total of Agreement and Amendments to a sum total of $434,000.

WHEREAS, the CITY desires to execute an Amendment to increase the contract in the amount not to exceed of $65,000, bringing the aggregate total of Agreement and Amendments to a sum total of $499,000 and extend the termination date of the Agreement to December 31,2024.

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

1. That Section 3.4 "Maximum Amount" of the Agreement is amended to read as follows:

   ""Maximum Amount": the highest total compensation and costs payable to the Consultant by the City under this Agreement. The Maximum

Amount under this Agreement is Four Hundred Ninty-Nine-Thousand Dollars ($499,000)."

2. That Section 3.6 “Termination Date” is amended to December 31, 2024.

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

“City”
City of South Pasadena

By:_____
Signature

Printed:

Title: City Manager

Date:_____

“Consultant”
MV Cheng & Associates, Inc.

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Attest:

By:_____
Mark Perez,
Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne M. Diaz,
City Attorney

Date:_____

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

City of South Pasadena /MV Cheng & Associates, Inc.

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into as of July 1, 2026, by and between the City of South Pasadena, a California municipal corporation ("City"), and MV Cheng & Associates, Inc. ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Accounting Consulting 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": Attached herein as Exhibit A.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Mark Siegfried, Accounting Manager-Controller. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This

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

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Sixty-Five Thousand Dollars ($65,000).

3.5. "Commencement Date": July 1, 2026.

3.6. "Termination Date": June 30, 2027.

4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 ("Termination") below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

5. CONSULTANT'S DUTIES

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

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

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

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

5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of

Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

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

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

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

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

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

6. SUBCONTRACTING

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

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

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

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

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

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

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

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

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

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

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

8. PREVAILING WAGES

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

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

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

11. INDEMNIFICATION

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

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

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

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

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

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

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

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

12. INSURANCE

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

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

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

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

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

$4,000,000 aggregate

- General Liability:
  - General Aggregate: $4,000,000
  - Products Comp/Op Aggregate $4,000,000
  - Personal & Advertising Injury $2,000,000
  - Each Occurrence $2,000,000
  - Fire Damage (any one fire) $ 100,000
  - Medical Expense (any 1 person) $ 10,000

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

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

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

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

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

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

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of

the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

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

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

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired insurance policies 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 coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, South Pasadena, CA 91030.

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

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

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

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

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage

prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City	If to Consultant
Todd Hileman, City Manager City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Phone: 626.403.7212 CMOffice@SouthPasadenaCA.Gov	Misty V. Cheng, President & CEO MV Cheng & Associates 102 W. 24th Street Upland, CA 91784 Phone: 925.963.9996 mcheng@mvchengassociates.com

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 S. Grand Ave, 37th Floor
Los Angeles, CA 90071
Phone: 213-626-8484
Fax: 213-626-0078

15. SURVIVING COVENANTS

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

16. TERMINATION

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

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

16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant

for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

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

17. INTERPRETATION OF AGREEMENT

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

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

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

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

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

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

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

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

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

18.13. **Hiring of Consultant's Associates and/or Subcontractors.** City shall not enter into an independent direct contract or professional services agreement with any of Consultant's associates and/or subcontractors who are providing services to the City under this Agreement prior to two calendar years following the expiration of this Agreement. Notwithstanding the foregoing, City may hire one of Consultant's associates and/or subcontractors who has provided services to the City under this Agreement as a full time, permanent, fully benefited employee of the City, only after City has performed a full recruitment for the position and the associate and/or subcontractor has billed 960 hours to the City. Notwithstanding the foregoing, City may hire one of Consultant's associates and/or subcontractors who has provided services to the City under this Agreement as a part-time, non-benefited employee on the City's payroll only after the associate and/or subcontractor has billed 960 hours to the City and the City pays to Consultant a one-time fee of 5% of the associate and/or subcontractor's annualized wages based on the hourly rate paid for the first calendar year, or portion thereof, of such employment payable at the end of the first calendar year or earlier termination of such employment.

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

"City" City of South Pasadena	"Consultant" MV Cheng & Associates
By:_____ Nick Kimball Assistant City Manager/CFO	By:_____ Misty V. Cheng President & CEO

Attest:

By:_____
Nikima S. Newsome
Chief City Clerk

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

MV CHENG & ASSOCIATES
Municipal Value Consultants

Exhibit A

March 12, 2025

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

Dear Ms. Megerdichian:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for an Accountant level consultant for the City of South Pasadena.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 25 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Interim Deputy Director of Administrative Services for the City of South Gate. In addition to the cities I served personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Account Clerk, Accountant, Senior Accountant, and Accounting Manager as well as serving on a long term basis as contract staff. MV Cheng has expanded into assisting cities with human resources, risk management and IT as well. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the position requested, the compensation rate is as follows:

- $95 per hour: Over 30 years of municipal experience consisting of positions such as Senior Auditor, Accounting Manager, Accounting Principal, Senior Accountant, and Consultant

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. Some of the

sub-contractors are retired, some are in between full time positions. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, MV Cheng & Associates Inc. are Municipal Value Consultants!

Thank you for taking the time to consider my proposal for accounting/HR/IT assistance for your agency. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

Misty V. Cheng
President & CEO

City Council
Agenda Report

ITEM NO. 12

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director
Eduardo Lizarraga, Senior Management Analyst

SUBJECT: **CONSIDERATION OF APPROVAL OF SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC., FOR ON CALL AS NEEDED FINANCIAL AND REAL ESTATE ADVISORY SERVICES RELATED TO THE 1503-1507 EL CENTRO STREET AFFORDABLE HOUSING PROJECT, IN THE AMOUNT OF $50,000 FOR A NEW TOTAL AGREEMENT AMOUNT OF $80,000**

Recommendation

It is recommended that the City Council consider approval of the proposed Second Amendment to the Professional Services Agreement with Keyser Marston Associates, Inc., for financial and real estate advisory services related to the 1503-1507 El Centro Street affordable housing project, in the amount of $50,000, for a new total not to exceed amount of $80,000.

Executive Summary

Staff recommends approval of a Second Amendment to the City's agreement with Keyser Marston Associates, Inc. (KMA), extending the term through June 30, 2028, and increasing the not-to-exceed amount by $50,000, from $30,000 to $80,000. KMA would provide specialized, on-call financial and real estate advisory services for the proposed 100% affordable senior housing project at 1503-1507 El Centro Street. Services would include reviewing Related's financing plan and development pro formas, evaluating project assumptions and funding needs, supporting negotiations, and assisting with project agreements and the use of Caltrans property resale proceeds. A copy of the proposed Second Amendment is included as Attachment No. 1.

Background

On November 6, 2024, the City Council, sitting as the Board of Directors of the South Pasadena Housing Authority, approved an Exclusive Negotiating Agreement (ENA) with Related/SoCal Development, LLC (Related) to pursue development of 100% affordable senior housing on Housing Authority-owned property at 1503-1507 El Centro Street.

The ENA provides for negotiation of a potential ground lease, Disposition and Development Agreement, and related project agreements. To support these negotiations, the City entered into a Professional Services Agreement with KMA on April 1, 2025, approved by the City Manager, for an amount not to exceed $25,000 and a term ending June 30, 2026 (Attachment No. 2). KMA was not assigned work on the project during the initial term because the project

remained in the predevelopment and due diligence phase.

On April 8, 2026, the City executed a First Amendment extending the KMA agreement through June 30, 2027, increasing the total not-to-exceed amount to $30,000, and adding a one-time assignment for real estate and economic advisory services related to the Arroyo Seco Golf Course project (Attachment No. 2). KMA completed that assignment in June 2026.

On April 15, 2026, the Housing Authority approved a First Amendment extending the ENA period through May 4, 2028. On June 15, 2026, Related submitted its preliminary financing plan and development pro formas, triggering the need for KMA's financial analysis and advisory services.

Analysis

Evaluating the financial feasibility of affordable housing projects and structuring related project agreements requires specialized knowledge that extends beyond typical municipal finance; these initiatives involve intricate combinations of real estate development principles, affordable housing finance mechanisms, and public funding sources that demand expert analysis. A specialized consultant brings independent expertise in analyzing complex financing scenarios, identifying optimal funding structures, and structuring agreements that protect public interests while creating economically viable projects. This expertise enables cities to make informed decisions, avoid costly missteps, and effectively deploy limited public resources to maximize affordable housing production.

<u>Keyser Marston Associates, Inc.</u>

Keyser Marston Associates, Inc. (KMA) is a boutique real estate and economic advisory firm with offices in Berkeley, Los Angeles, and San Diego that has provided specialized real estate and affordable housing consulting services to public agencies and municipalities throughout California for decades. The firm's core expertise includes affordable housing program development, structuring of affordable housing financing and transactions (including low-income housing tax credits and other public funding sources), and market and financial feasibility analysis to evaluate development pro formas and deal structures. KMA regularly advises cities and other public agencies on the financial feasibility of proposed housing and mixed-use projects, negotiation and structuring of development and disposition agreements, and nexus and fiscal impact analyses linking new development to public funding obligations. Given its extensive experience navigating the complex intersection of real estate finance, affordable housing regulations, and public funding requirements, KMA is well qualified to assist the City in evaluating the financial feasibility of affordable housing projects and structuring the financial terms of related project agreements.

KMA's independent analysis will help the City evaluate the reasonableness of Related's financial assumptions, estimate the El Centro Street project's funding gap and potential need for public assistance, and negotiate terms that protect the City's financial interests. The proposed Second Amendment would extend the KMA agreement through June 30, 2028. This extension would keep KMA available on an on-call basis through the ENA's expiration on May 4, 2028, and allow time to complete analyses and close out work resulting from final negotiations through the end of the Fiscal Year 2027-28.

Of the current $30,000 contract amount, $13,222.50 was spent on the completed golf course assignment, leaving $16,777.50 available for the El Centro Street project. No further golf course work is anticipated. The proposed $50,000 increase, for a new total not-to-exceed

amount of $80,000, would provide $66,777.50 in remaining contract capacity for the El Centro Street project. Based on the anticipated scope of work and KMA's updated rates, staff estimates that this amount will be sufficient to complete the required services.

KMA's services for the El Centro Street project would include reviewing Related's submissions; preparing pro forma and financial gap analyses; evaluating development costs, fees, rents, operating expenses, financing sources, and funding needs; and supporting City staff and legal counsel during negotiations. KMA would also assist in structuring the financial provisions of the project agreements and, in coordination with legal counsel, analyze the use of proceeds from the City's resale of former Caltrans surplus properties to support compliance with applicable state law.

Alternatives
Alternatively, the City Council may decide not to approve the proposed Second Amendment or direct staff to revise the scope, term, or contract amount.

Fiscal Impact
Approval of the proposed Second Amendment would increase the agreement's not-to-exceed amount by $50,000, from $30,000 to $80,000. Because KMA would provide services on an on-call basis, the City would incur costs only for authorized and completed work, subject to the contract limit and available budget appropriations. Costs would be charged to the Housing Authority Fund, GL Account 228-7200-7220-8180-000, Contract Services, in accordance with the City's annual adopted budget.

Attachment:
Attachment No. 1 - KMA Agreement Amendment #2
Attachment No. 2 - KMA Agreement & Amendment #1

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment") is made and entered into as of the 5th day of August 2026, by and between the CITY OF SOUTH PASADENA ("City") and Keyser Marston Associates, Inc., ("Consultant").

RECITALS

WHEREAS, on April 1, 2025, the City and Consultant entered into a Professional Services Agreement ("Agreement") for Consultant to provide financial analysis and negotiation support for the development of an affordable housing project on City-owned property located at 1503-1507 El Centro Street, evaluate project pro formas, assist with structuring an affordable housing agreement, and assist with structuring the use of resale revenues from California Department of Transportation ("Caltrans") properties; and

WHEREAS, on April 8, 2026, the City and Consultant executed the First Amendment to the Agreement to extend the term through June 30, 2027, increase the total contract amount to an amount not to exceed Thirty Thousand Dollars ($30,000), and expand the Scope of Services to incorporate real estate and economic advisory services for the redevelopment and operations of the Arroyo Seco Golf Course project; and

WHEREAS, the City desires to execute this Second Amendment to the Agreement to extend the term through June 30, 2028, and increase the total contract amount to an amount not to exceed Eighty Thousand Dollars ($80,000).

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

1. PARAGRAPH 3.3 "Approved Fee Schedule" is amended by deleting the fee schedule attached to the Agreement as Exhibit B in its entirety and replacing it with the revised fee schedule attached to this Amendment as Exhibit B-1 and incorporated herein by reference. Exhibit B-1 shall supersede and replace the prior Exhibit B and shall remain in effect for the duration of the Agreement unless subsequently modified in writing by mutual agreement of the parties.

2. PARAGRAPH 3.4 "Maximum Amount" is amended to read as follows: The Maximum Amount is the highest total compensation and costs payable by the City to Consultant under this Agreement. The Maximum Amount under this Agreement is Eighty Thousand Dollars ($80,000).

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

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

"City"
City of South Pasadena

By:_____
Signature

Printed: Todd Hileman

Title: City Manager

Date:_____

"Consultant"
Keyser Marston Associates, Inc.

By: _____
Signature

Printed: Kathleen Head

Title:_President & Managing Principal

Date:_____

Attest:

By:_____
Nikima S. Newsome, Chief City Clerk

Date: _____

Approved as to form:

By:_____
Roxanne M. Diaz, City Attorney

Date: _____

Exhibit B-1
Approved Fee Schedule

CHAIRMAN, PRESIDENT, MANAGING PRINCIPALS*	$320.00
SENIOR PRINCIPALS*	$310.00
PRINCIPALS*	$290.00
MANAGERS*	$260.00
SENIOR ASSOCIATES	$215.00
ASSOCIATES	$195.00
SENIOR ANALYSTS	$180.00
ANALYSTS	$155.00
TECHNICAL STAFF	$115.00
ADMINISTRATIVE STAFF	$95.00

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

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* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

ATTACHMENT NO. 2

FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 8th day of April, 2026, by and between the CITY OF SOUTH PASADENA ("City") and Keyser Marston Associates, Inc. ("Consultnt").

RECITALS

WHEREAS, on April 1, 2025, the City and Consultant entered into an Agreement for Professional Services ("Agreement") for Consultant to complete financial analysis and provide negotiation support; and

WHEREAS, the original Scope of Services included financial analysis amd negotiation support related to City-owned Caltrans properties for a total contract amount of $25,000 with a Term end date of June 30, 2026; and

WHEREAS, the City desires to add to the Scope of Services and extend the Term through June 30, 2027 at a cost o $5,000 to include real estate and economic advisory services for the redevelopment and operations of the Arroyo Seco Golf Course project; and

WHEREAS, the City desires to revise the maximum compensation to a not-to-exceed amount of $30,000.

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

1. That Section 3.1 "Scope of Services" of the Agreement is hereby amended to read as follows:
   "Scope of Services": The Consultant shall complete financial analysis and provide negotiation support for the 1503-1507 El Centro Street project, pro forma evaluation, structuring of affordable housing agreement, structuring use of resale revenues from Caltlrans properties, and real estate and economic advising services for the redevelopment and operations of the Arroyo Seco Golf Course project as outlined in Exhibit A."

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

"Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Thirty Thousand Dollars ($30,000).

3. That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:

"Termination Date: Upon completion of the work but no later than June 30, 2027. "

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

The parties have executed this First Amendment as of the date set forth above.

City of South Pasadena

Signed by:
Todd Hileman
5CF386AC460044B...

By:_____ _____
Todd Hileman
City Manager

Keyser Marston Associates, Inc

DocuSigned by:
94054831C8E546F...

By:_____ _____
Kevin Engstrom
Senior Principal

Attest:

Signed by:
Nikima S. Newsome
A281FB1398EA487...

By:_____ _____
Nikima S. Newsome
Chief City Clerk

Approved as to form:

DocuSigned by:
Roxanne Diaz
A7800E5CA8A241F...

By:_____ _____
Roxanne Diaz, City Attorney

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

BERKELEY LOS ANGELES SAN DIEGO SAN RAFAEL

KEYSER MARSTON
ASSOCIATES

March 25, 2026

Nick Kimball
Assistant City Manager/Chief Financial Office
City of South Pasadena

Re: Arroyo Seco Lease Negotiations

Dear Mr. Kimball:

Keyser Marston Associates, Inc. (KMA) is pleased to submit this scope of services to the City of South Pasadena (City) to provide real estate and economic advisory services. As KMA understands the situation, the City requests KMA's assistance evaluating the proposed terms for the redevelopment and operations of the Arroyo Seco Golf Course (Project). With this understanding, KMA is pleased to submit the following letter proposal to the City.

Scope of Services

Based on the City's requests, KMA can provide the following services:

- Review goals and objectives of City
- Review proposed construction costs to identify information required to fully evaluate the proposal.
- Review initial terms proposed by the Lessee and identify key issues and questions.
- Review and evaluate Lessee market and financial assumptions based on KMA research
- Review Lessee cash flow projections.
- Prepare cash flow alternatives summarizing the City's position based on the Lessee submittals
- Identify opportunities to enhance City revenues, including rent modifications, lease extension fees and/or other mechanisms
- Assist City in developing negotiating strategies and positions

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- Provide feedback to the City on the financial implications of the Lessee requested terms in the form of email summaries and supporting tables/cash flows (if necessary)
- Attend meetings at staff request
- Assist legal counsel in preparing business term portions of the agreement

PROJECT BUDGET

The analysis will be billed on a time and materials basis in accordance with the billing rates provided below:

Billing Rate Schedule	
Chairman, President, Managing Principals	$305.00
Senior Principals	$295.00
Principals	$275.00
Managers	$245.00
Senior Associates	$205.00
Associates	$185.00
Senior Analysts	$170.00
Analysts	$145.00
Technical Staff	$105.00
Administrative Staff	$90.00

KMA appreciates the opportunity to submit this proposal. Please do not hesitate to contact us if this proposal can be modified to better meet your needs.

Sincerely,

Keyser Marston Associates, Inc.

Kevin Engstrom
Senior Principal

KMA:kee
99900.000.002

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PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of South Pasadena / Keyser Marston Associates, 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 Keyser Marston Associates, Inc., a California C corporation ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Financial analysis and negotiation support for the 1503-1507 El Centro Street project, pro forma evaluation, structuring of affordable housing agreement, structuring use of resale revenues from California Department of Transportation ("Caltrans") properties.

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": The Consultant shall complete financial analysis and provide negotiation support for the 1503-1507 El Centro Street project, pro forma evaluation, structuring of affordable housing agreement, and structuring use of resale revenues from Caltrans properties as outlined in Exhibit A.

3.2. "Agreement Administrator": The Agreement Administrator for this project is Eduardo Lizarraga, Senior Management Analyst. 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. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is TWENTY-FIVE THOUSAND Dollars ($25,000).

3.5. "Commencement Date": April 1, 2025.

3.6. "Termination Date": Upon completion of the work but no later than June 30, 2026.

4. TERM

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

5. CONSULTANT'S DUTIES

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

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

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

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

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

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

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

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

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

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

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

5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

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

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

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

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

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

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

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

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

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

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

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

8. INTENTIONALLY OMITTED

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.

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

11. INDEMNIFICATION

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

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

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

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

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

11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act.

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

Consultant expressly waives its statutory immunity under such statutes or laws as to City.

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

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

12. INSURANCE

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

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

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

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

- Professional Liability Insurance: $2,000,000 per occurrence, $2,000,000 aggregate
- General Liability:
  - General Aggregate: $2,000,000
  - Products Comp/Op Aggregate $2,000,000
  - Personal & Advertising Injury $2,000,000

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

- Each Occurrence $2,000,000
- Fire Damage (any one fire) $ 100,000
- Medical Expense (any 1 person) $ 10,000

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

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

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

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

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

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

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

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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.

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

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

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

12.12. **Consultant's Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to City. Any insurance or

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self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

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

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

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

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

If to City:

Eduardo Lizarraga
Senior Management Analyst
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Telephone: (626) 403-7220
Facsimile: (626) 403-7241

If to Consultant:

Kathleen Head
President and Managing Principal
Keyser Marston Associates, Inc.
777 South Figueroa Street, Suite 2555
Los Angeles, CA 90017
Telephone: (213) 622-8095
Facsimile: (213) 622-5204

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

15. SURVIVING COVENANTS

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

16. TERMINATION

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

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

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

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

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

17. INTERPRETATION OF AGREEMENT

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

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

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

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

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

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

Docusign Envelope ID: 60BEC548-CA4C-4E00-AE97-229DCCB26CE1

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

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agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

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

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

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

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

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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

Signed by:

By: Sean Joyce
0D867796FCFE42A...
Signature

Printed: Sean Joyce

Title: Interim City Manager

Date: 3/24/2025

"Consultant"
Keyser Marston Associates, Inc.

DocuSigned by:

By: Kathleen Head
CEA820E32CDE480...
Signature

Printed: Kathleen Head

Title: President & Managing Principal

Date: 3/24/2025

Attest:

DocuSigned by:

By: Mark Perez
9C28A8A8EFB14A7...
Deputy City Clerk

Date: 3/24/2025

Approved as to form:

DocuSigned by:

By: Roxanne Diaz
A7660E5CA8A241F...
Roxanne M. Diaz, City Attorney

Date: 3/24/2025

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Exhibit A
Scope of Services

1. Assist in evaluating pro forma analyses submitted by Related Companies of California ("Related"):
    a. Review the submittals and identify deficiencies and areas that require clarification;
    b. Prepare a list of follow up questions; and
    c. Independently prepare pro forma analyses to assist in evaluating the proposed project's financial characteristics.
2. Provide the following negotiations support services to the City:
    a. Assist the City staff and legal counsel in developing a negotiating strategy;
    b. Attend negotiations meetings; and
    c. Summarize, interpret and explain key aspects of the financial characteristics of Related's negotiating positions.
3. Prepare a financial gap analysis based on the proposed transaction terms. The analysis will include the following components:
    a. Related's development cost estimates will be analyzed.
    b. The Developer fee being requested by Related will be evaluated.
    c. The rent structure that will need to be applied to make the development competitive for award of the proposed outside funding sources will be identified.
    d. The operating expense estimates provided by Related will be analyzed.
    e. The sources and uses of funds proposed to be used during the construction period and on a permanent basis will be evaluated.
    f. The financial gap associated with the proposed project will be estimated.
4. Assist in structuring the financial components of the affordable housing agreement and provide the following transaction structuring services:
    a. Assist legal counsel in preparing the business terms sections of the affordable housing agreement; and
    b. Prepare summaries of the financial components of the proposed transactions in support of the staff recommendations.
5. Assist City staff and legal counsel in structuring the use of the funds generated by reselling the Caltrans Properties under the requirements imposed by California Government Code Section 54239.4, which details the procedures under which the City can resell the Caltrans properties. As needed, participate in negotiations with the relevant state agencies to create a structure that deploys the funds in a cost efficient manner.
6. Provide additional services related to the Scope of Services, at the City's discretion, upon mutual written agreement.

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Exhibit B
Approved Fee Schedule

The following billing rate schedule will apply for the Scope of Services on a time-billed basis:

Keyser Marston Associates, Inc. Billing Rate Schedule	
Chairman, President, Managing Principals*	$305.00
Senior Principals*	$295.00
Principals*	$275.00
Managers*	$245.00
Senior Associates	$205.00
Associates	$185.00
Senior Analysts	$170.00
Analysts	$145.00
Technical Staff	$105.00
Administrative Staff	$90.00

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

City Council
Agenda Report

ITEM NO. 13

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Director of Public Works
Michael Vartanians, City Engineer
José Tchopourian, CIP Project Manager

SUBJECT: **CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT TO TAYLOR TENNIS COURTS INC. IN AN AMOUNT NOT TO EXCEED $93,284 FOR THE RESURFACING OF TENNIS COURTS AT GARFIELD PARK AND TENNIS/PICKLEBALL COURTS AT ORANGE GROVE PARK**

Recommendation
It is recommended that the City Council:

a. Award a construction contract to Taylor Tennis Courts Inc. to resurface two existing tennis courts at Garfield Park and two existing tennis/pickleball courts at Orange Grove Park in an amount not to exceed $93,284, consisting of the base bid of $77,736 and a 20% contingency of $15,548; and
b. Authorize the City Manager, or designee, to execute the agreement in the form approved by the City Attorney and any related documents.

Executive Summary
The Fiscal Year (FY) 2026–2027 Capital Improvement Program (CIP) includes funding for the resurfacing of public tennis courts at Garfield Park and tennis/pickleball courts at Orange Grove Park. Staff solicited informal bids for the Project and recommends awarding a construction contract to Taylor Tennis Courts, Inc., the lowest responsive and responsible bidder, in an amount not to exceed $93,284, including contingency.

Background
At its September 17, 2025, meeting, the City Council awarded a contract for the Tennis Court Resurfacing Project to Epic Surfaces. Before construction commenced, Epic Surfaces notified the City that it was unable to perform the work and requested termination of the agreement. The contract was terminated at the contractor's request, before any work was performed and at no cost to the City. The City subsequently executed a Mutual Termination Agreement with Epic Surfaces, releasing both parties from any further obligations under the agreement and allowing the Project to be resolicited through the City's informal bidding process.

Following execution of the Mutual Termination Agreement, the Public Works Department resolicited informal bids in accordance with the City's Uniform Public Construction Cost Accounting Act (UPCCAA) informal bidding procedures, as adopted in South Pasadena Municipal Code Chapter 2, Article XIII, and California Public Contract Code Section 22034(a).

A Notice Inviting Informal Bids was distributed to qualified contractors in April 2026. The Project is within the statutory informal bidding threshold, and award of the contract requires City Council approval.

Analysis
The City owns and maintains public recreational courts, including two tennis courts at Garfield Park and two combined tennis/pickleball courts at Orange Grove Park. Over time, the court surfaces have experienced normal wear and deterioration, including cracking, surface oxidation, and fading of playing lines. Resurfacing is necessary to preserve the facilities, improve player safety, and extend the useful life of the courts.

The Project includes furnishing all labor, materials, equipment, supervision, transportation, and incidentals necessary to repair and resurface the existing courts. Improvements include pressure washing and surface preparation, crack repair, localized concrete and surface repairs, diamond grinding, acrylic resurfacing utilizing the Plexipave Acrylic Sport Surfacing System, application of new color coatings, and restriping of tennis and pickleball courts, as applicable.

Through the informal bidding procedure, three (3) informal bids were received from the following vendors:

Contractor	Bid Amount
Taylor Tennis Courts Inc.	$77,736.00
Trueline Construction & Surfacing	$101,510.70
DEARK E&C, Inc.	$108,000.00

Staff reviewed each bid for responsiveness and determined that Taylor Tennis Courts, Inc. submitted the lowest responsive and responsible bid. Based on the firm's experience performing similar athletic court resurfacing projects and its competitive pricing, staff recommends awarding the construction contract (Attachment 1) to Taylor Tennis Courts, Inc. in the amount of $77,736 plus a 20% contingency amount of $15,548 for a total not to exceed amount of $93,284.

Fiscal Impact
Funding for the Project is included in the FY 2026–2027 Capital Improvement Program under Project Account No. 116-9005-9013-8170-000 in the amount of $120,000.

The recommended contract amount of $77,736, together with a 20 percent construction contingency of $15,548, results in a total authorization of $93,284, which is within the approved project budget. No additional appropriation is required.

Commission Review and Recommendation
Although the Public Works Infrastructure Commission did not specifically review this contract award, staff has provided regular updates on the Tennis Court Resurfacing Project as part of the Commission's quarterly Capital Improvement Program updates.

Public Notification
Public notice of this item was provided through publication of the City Council agenda in accordance with the Brown Act, including posting of the agenda and supporting staff reports

on the City's website.

Environmental Analysis
Staff evaluated the Project pursuant to the California Environmental Quality Act (CEQA) and determined that it is categorically exempt under Public Resources Code Section 21084 and CEQA Guidelines Section 15301 (Class 1 – Existing Facilities). The Project consists of the repair, maintenance, and resurfacing of existing public recreational facilities and involves negligible or no expansion of existing use. Accordingly, staff recommends that the City Council determine that the Project is categorically exempt from CEQA.

Attachment:
Attachment 1 - Taylor Tennis Courts, Inc. Contract Agreement

Attachment 1

CITY OF SOUTH PASADENA
Public Works Agreement

This Public Works Agreement ("Agreement") is made and entered as of the date last signed below by and between the City of South Pasadena, a California municipal corporation ("City")," and Taylor Tennis Courts Inc., a ("Contractor").

In consideration of the covenants set forth herein, the parties hereto agree as follows:

1. PROJECT DESCRIPTION AND SCOPE OF WORK

Contractor shall provide all labor, materials and equipment necessary to complete the following project: Resurfacing of Tennis Courts at Garfield Park and Tennis/Pickleball Courts at Orange Grove Park ("Project"). In order to complete the Project, Contractor shall perform all work as more fully described in the Scope of Work, attached hereto as Exhibit "A", in compliance with all applicable laws, regulations, codes, and industry standards, all to City's satisfaction (collectively, "Services"). Contractor warrants that, for not less than one (1) year following acceptance of the Project, all Services will be free from defects in materials and workmanship, and that upon notice by City of any such defect, Contractor shall promptly re-perform the defective work and/or replace or repair any defective materials. Contractor shall complete the Project within thirty (30) working days following the date the City provides a written notice to proceed. Time is of the essence in the performance of the Services.

2. COMPENSATION

If the Project will take thirty (30) or less days to satisfactorily complete, then Contractor will be paid the following not-to-exceed lump sum: Seventy-seven thousand, seven hundred thirty-six and 00/100 dollars ($77,736.00), which shall be inclusive of all costs of labor, materials, equipment, insurance, and taxes. If the time to complete the Project will exceed thirty (30) days to complete, then City shall make progress payments as required by Public Contract Code Section 20104.50 for work satisfactorily completed, following receipt of an undisputed and properly submitted payment request from Contractor, providing details of all work performed. However, pursuant to Public Contract Code Section 7107, progress payments shall not be made in excess of ninety-five percent (95%) of the amount of the invoice. The City shall withhold not less than five percent (5%) of the contract price and such retention shall be returned, less any amounts then in dispute, including any stop notice amounts, within sixty (60) days completion and acceptance of the Project.

3. FORCE MAJEURE

Neither City nor Contractor shall be responsible for delays in performance under this Agreement due to causes beyond their reasonable control, including but not limited to, acts of God, acts of the public enemy, acts of the Government, fires, floods or other casualty, epidemics, earthquakes, labor stoppages or slowdowns, freight embargoes, unusually severe weather, and supplier delays due to such causes. Neither economic nor market conditions nor the financial condition of either party shall be considered a force majeure event. A party claiming force majeure shall advice the other party within seventy-two hours of the occurrence of the force majeure event, its cause and its expected delay, and shall thereafter promptly provide regular written updates as to the status of the work.

4. PAYMENT AND PERFORMANCE BOND

If the contract amount exceeds $25,000, Contractor shall provide a payment bond as required by law, and in such form as approved by the City. In addition, Contractor shall provide a: (i) Performance Bond to assure faithful performance of this Agreement in regard to the work required to be constructed pursuant to this Agreement in the amount of the contract; and (ii) a Warranty Bond to guarantee or warranty the work done pursuant to this Agreement for a period of one year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of fifty percent (50%) of the contract amount. The bonds shall be in

substantially the form attached hereto as Exhibit "D", incorporated herein by this reference, and approved by the City Attorney. The surety shall be a surety admitted in the State of California and approved by the City.

5. RECORDS AND AUDIT

Contractor shall maintain written records documenting all work performed and amounts invoiced and paid, for not less than three (3) years following acceptance of the Project. The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Agreement involves the expenditure of public funds in excess of ten thousand dollars ($10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Agreement.

6. CONTRACTOR'S LICENSE

Pursuant to California Business and Professions Code Section 7028.15, Contractor shall possess a California State Contractor's License with the following classification: C-61 / D47 – TENNIS COURTS SURFACING, PLAYGROUND SURFACING, unless the possession of a contractor's license in not required by law and the City has provided a written acknowledgement thereof to the Contractor. Contractor's State contractor's license number is: 373423. Contractor has investigated and will ensure that any subcontractor employed on the Project possesses a valid State contractor's license in its trade as required by law.

7. LABOR CODE COMPLIANCE (FOR CONTRACTS >$1000)

The City and Contractor acknowledge that the Project is a "public work" as defined in Labor Code Section 1720, requiring payment of prevailing wages. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm Contractor shall post a copy of the determination of the prevailing rate of per diem wages at each job site, pursuant to Labor Code Section 1773.2. Said rates are based on an eight (8) hour day, forty (40) hour week except as otherwise noted, and said rates are currently in effect. Contractor will be required to pay all persons employed on the Project by Contractor sums not less than these prevailing wages. Pursuant to Labor Code Section 1775 and as a penalty to the City, Contractor shall forfeit not more than two hundred dollars ($200) for each calendar day or portion thereof for each worker paid by Contractor or by any subcontractor less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed under the Agreement.

Pursuant to Labor Code Section 1810, Contractor acknowledges that eight (8) hours of labor shall constitute a legal day's work for all workers employed in the execution of this Agreement. Contractor and any subcontractor under it shall comply with and be governed by the laws of the State having to do with working hours set forth in Division 2, Part 7, Chapter 1, Article 3 of the Labor Code as amended. Pursuant to Labor Code Section 1813 and as a penalty to the City, Contractor shall forfeit twenty-five dollars ($25) for each worker employed for each calendar day in which the worker is required by the Contractor or by any subcontractor to work more than eight (8) hours per day and forty (40) hours in any calendar week for work done under the Agreement. Pursuant to Labor Code Section 1815, work performed in excess of eight (8) hours per day and forty (40) hours during any one week is permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of $25,000 or less, or maintenance work of $15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].

In compliance with the provisions of Labor Code Section 1776, the Contactor shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor in connection with the Project. Each payroll record shall contain or be verified by a written declaration made under penalty of perjury, stating that the information is true and correct and the employer has complied with Labor Code Sections 1771, 1811, and 1815 for work performed on the Project. Contractor and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. Said records shall be available for inspection at all reasonable hours, and copies shall be made available to any employee or his or her authorized representative, the State Division of Labor Standards Enforcement, the State Division of Apprenticeship Standards, and the City, upon request.

Contractor agrees to comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and Contractor further agrees that it is responsible for compliance with this Section by itself and all of its subcontractors.

8. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT

All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Contractor pursuant to this Agreement ("Work Product") shall be and remain the property of the City without restriction or limitation upon its use, duplication or dissemination by the City. All Work Product shall be considered "works made for hire," and all Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of the City without restriction or limitation upon their use, duplication or dissemination by the City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products.

Contractor hereby assigns to the City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in the City pursuant to the above paragraph. Upon payment in full, termination of Contractor for breach, Contractor's abandonment of the Project, or suspension Contractor by City for cause, Contractor shall immediately deliver to the City all Work Product and other deliverables related to the Project in whatever media they exist.

9. INDEMNIFICATION

To the fullest extent permitted by law, Contractor will defend, indemnify, protect and hold harmless the City, its officials, officers, employees, agents and volunteers with respect to any and all claims, suits, demands, actions, liabilities, losses, damages, judgments, settlements, penalties, fines, stop notices, including without limitation, reasonable attorneys' fees, experts' fees, and court costs, and/or liability of any kind or nature arising out of or in any way connected with, in whole or in part, the acts or omissions of Contractor or those of its owners, officers, agents, employees or subcontractors which in any way arise out of, result from, or are in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the sole negligence or willful misconduct of the City, its officials, officers, employees, agents or volunteers. The provisions of this Section shall survive the expiration of this Agreement.

10. INSURANCE

The Contractor shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect a commercial general and auto liability, and workers compensation insurance, in such form and with such limits as set forth in Exhibit "B" attached hereto.

11. WORKER'S COMPENSATION

Pursuant to Labor Code Sections 1860 and 1861, by signing this Agreement, Contractor states and declares under penalty of perjury under the laws of the State of California, as follows:

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

Certificates evidencing such insurance shall be provided to the City prior to commencement of work. In the event Contractor is exempt from providing workers compensation, written proof of such exemption must be provided to City for review and approval prior to commencing work hereunder.

12. SUBCONTRACTORS

Contractor shall comply with all relevant provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code section 4100, *et seq.*

13. MANDATORY TERMS

Terms required by law to be incorporated as part of this Agreement, are set forth in Exhibit "C" attached hereto.

14. NONDISCRIMINATION

Contractor shall not unlawfully discriminate against any individual based on race, color, religion, nationality, gender, sex, sexual orientation, age or condition of disability, and Contractor will ensure that each subcontractor does not unlawfully discriminate against any individual on any of these bases. Contractor understands and agrees that it is bound by and will comply with the nondiscrimination mandates of all federal statutes, State statutes, and local regulations and ordinances.

15. INDEPENDENT CONTRACTOR

Contractor is and shall at all times remain, as to the City, a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither the City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of the Contractor's employees except as set forth in this Agreement, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to the City in such a manner and to such persons, firms, or corporations at the Contractor wishes except as expressly provided in this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of the City or otherwise act on behalf of the City as an agent. Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees, and Contractor further agrees to indemnify and hold the City harmless from any failure of Contractor to comply with applicable workers' compensation laws.

The City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to the City from Contractor as a result of its failure to promptly pay to the City any reimbursement or indemnification arising under this section.

16. ASSIGNMENT AND SUBCONTRACTING

Contractor shall not assign or transfer any interest in this Agreement nor any part thereof, whether by assignment or novation, without the City's prior written consent. Any purported assignment without written consent shall be null and void, and Contractor shall hold harmless, defend and indemnify the City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment. Contractor shall not subcontract any obligation hereunder unless such subcontractor has been listed in Exhibit "A" or otherwise as required by Section 13 herein.

17. CONFLICTS OF INTEREST

Contractor agrees not to accept any employment or representation during the term of this Agreement or within twelve (12) months after completion of the work under this Agreement which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Agreement.

18. GOVERNING LAW AND VENUE

Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

19. THIRD PARTIES

City shall not be obligated or liable under this Agreement to any party other than Contractor. City shall timely notify Contractor of the receipt of any third-party claim relating to this Agreement.

20. NOTICES

Except as otherwise required by law, any notice, request, direction, demand, payment, consent, waiver, approval or other communication required or permitted to be given hereunder to the City or Contractor shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the City or Contractor, as applicable, at the address stated below, or at such other address as the City or Contractor may provide to each in writing as follows:

To CITY:
City of South Pasadena
City Manager
1414 Mission Street
South Pasadena, California 91030
Phone: 626-403-7212
Fax: 626-403-7241

To CONTRACTOR:
Taylor Tennis Courts, Inc
President
1250 N. La Loma Cir.
Anaheim, California 92806
Phone: 714-632-5112

Upon execution of this Agreement, Contractor shall notify the City of its current mailing address, and shall thereafter notify the City of any change of address until the expiration of this Agreement.

If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations under this Agreement.

22. ENTIRE AGREEMENT

This Agreement, including the Exhibits, each of which are incorporated by reference herein, represents the entire integrated agreement between the City and Contractor and supersedes all prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral. The provisions of this Agreement shall govern over any conflicting or inconsistent provisions of any Exhibit and/or Contractor's proposal or quote. No terms or conditions in Contractor's proposal or quote except pricing shall be binding on the City. This Agreement may be modified or amended, and/or any provision or breach may be waived, only by written agreement signed by both parties.

23. CONSTRUCTION

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or that portion of the Agreement.

24. SEVERABILITY

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any term or portion of this Agreement is determined by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remaining provisions of this Agreement shall nevertheless continue in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year signed below.

Date:_____

CONTRACTOR:
Taylor Tennis Courts, Inc

_____
David Taylor, President

Date:_____

CITY OF SOUTH PASADENA
A Municipal Corporation

Todd Hileman, City Manager

ATTEST:

Nikima S. Newsome, Chief City Clerk

EXHIBIT "A"
SCOPE OF WORK

1250 N. La Loma Cir.
Anaheim, CA 92806
Tel: (714) 632-3883
Fax: (714) 632-6112

TAYLOR Tennis Courts Inc.

Contractors License 373423

CONTRACT NO. SOPAS2

TO City of South Pasadena ☐ Owner ☐ Lessee DATE May 20, 2026

Business Address 8156 Mission St. South Pasadena 91030 Telephone (626) 403-7392

Residence Address Lucy Hakobian lh@southpasadenaca.gov Telephone

Job Address Orange Grove Park – Garfield Park Lot Blk Track

Owner(s)

Applicable if this contract is with a lessee

Res. Add. Bus. Add.

CONTRACTOR AND OWNER AGREE AS FOLLOWS:

1. **CONTRACTOR shall furnish at following submitted specifications and costs, all material, labor, equipment, transportation and perform all work necessary for the complete installation of:** RESURFACE TENNIS COURTS/WINDSCREEN

2. **CONTRACT PERIOD AND RIGHT TO WORK: Prices quoted in this contract are valid for thirty (30) days from date of presentation. Contractor reserves right to commence work within thirty (30) days of contract acceptance.**

PREPARATION: *Strip both courts at Garfield Park by diamond grinding surface to the concrete slab. Pressure wash courts surface and rinse with clean water. Patch cracks and spalls and 5' of elec channel at Orange Grove courts and light pole bases. Apply up to 400' of 11" Guardian Crack Repair to larger cracks on both tennis courts at Garfield Park. Primer on all concrete at Garfield Park and play areas Orange Grove. Paint net posts green.* ***Due to various contributing conditions, we cannot guarantee the elimination of cracks. Some larger cracks may return right away. Saw cuts in the concrete will show after surfacing.***

ACRYLIC RESURFACER: *Apply by squeegee, one coat of acrylic resurfacer with 60 silica sand as base coat and as filler.*

COLOR TEXTURE COATS: *Apply by squeegee, one coat of Plexipave Acrylic Texture System with 60 silica sand.*

COLOR COAT: *Apply one coat by squeegee of Plexipave Color System with no sand. This coat seals in the sand coats and improves the color of the court. Color of the court shall be from* ***STANDARD COLORS*** *on Plexipave color chart. Tournament colors will be additional cost.*

PLAY LINES: *The play lines shall be sharp and accurate for tennis. While textured line paint shall be applied between strips of masking tape. At Orange Grove Park, layout and stripe eight sets of pickle ball lines over tennis courts, lines to be a color other than white.* ***When surfacing is complete, 2 days must pass before playing on court to ensure proper cure.***

CAULKNG: *Clean out expansion joints at both parks and install a two part urethane caulk by Sika to seal the joints. Orange Grove 240' of joint, Garfield Park 227' of joint.*

~~***WINDSCREEN:*** *Fabricate and install new open mesh polypropylene windscreen at both Orange Grove and Garfield Parks. Orange Grove, 120' x 8' and 120' x 9'-4" to replace old screens. Garfield Park 214' x 9'-4" at both ends of tennis courts.* ***The north end of the courts at Garfield has new chain link fence and windscreen will not be a problem. There, the south end chain link is in bad shape and windscreen will not hang properly on this section of fence. Recommend new chain link here as well.***~~

ALL OF THE ABOVE WORK TO BE COMPLETED IN A SUBSTANTIAL AND WORKMAN-LIKE MANNER FOR THE SUM OF: ***See breakdown below*** ***Prevailing Wage – DIR 1000007799***

	Resurface	*Caulking*	~~*Windscreen*~~	*Pickle Ball lines*	~~*Paint wall*~~	*Dia Grind*
Garfield Park:	***31,500.00***	***2,156.00***	~~***6,675.00***~~	***0.00***	~~***1,800.00***~~	***12,000.00***
Orange Grove:	***25,000.00***	***2,280.00***	~~***7,295.00***~~	***4,800.00***	~~***4,800.00***~~	***0.00***

Deposit and/or payment schedule to be set up upon acceptance of proposal. Any addition, alteration from the above specifications will become an extra charge over the sum mentioned in this contract and owner shall pay for same weekly as such additional work, alteration or deviation progresses.

The provisions set forth upon the reverse hereof and any attached pages hereto are hereby incorporated in and made a part of this CONTRACT.

IN WITNESS WHEREOF, the parties hereto have executed this CONTRACT the day and year set forth below.

OWNER	CONTRACTOR
Dated:	Dated: May 20, 2026
By:	By: David Taylor
By:	Taylor Tennis Courts Inc.

SEE REVERSE FOR GENERAL CONDITIONS

3. **GUARANTEE:** all work and/or materials performed by CONTRACTOR is guaranteed for a period of one (1) year from the time construction is completed. Guarantee does not apply to damages resulting from Acts of God.

In the construction of concrete courts, shrinkage cracks and/or spalls may appear in the slab, but do not cause any structural damage or displacement. In order to minimize the possibility of shrinkage cracks and/or spalls, CONTRACTOR uses the least reactive aggregate available. However, neither CONTRACTOR or the concrete ready mix companies guarantee against shrinkage cracks and/or spalls that may occur in the concrete slab, and the terms of our guarantee do not extend to such shrinkage cracks and/or spalls.

4. **EXTRA WORK:** During progress of construction the OWNER may order extra work. The amount for such extra work shall be determined in advance if possible, or may be charged for at actual cost of labor and materials plus 20% for CONTRACTOR's overhead and fee. All sums for extras shall be due and payable upon completion of each extra. For purposes of this paragraph "cost" is defined as the cost of subcontracts, labor, materials, equipment and transportation, plus ten percent overhead plus ten percent profit to the CONTRACTOR.

5. **OWNER** shall grant free access to work areas for workmen and vehicles, and shall allow areas for storage of materials and rubbish. OWNER agrees to keep driveways clear and available for movement and parking of trucks during normal work hours. CONTRACTOR shall not be held responsible for damage to driveways, walks, lawns or shrubs by movement of trucks.

6. unless specifically indicated, agreed price does not include costs related to the following underground occurances: loosely compacted dirt or excessive rock, rerouting or responsibility of damage to vents, pipes, ducts, water or sewage disposal systems or wiring conduits that may be discovered in performance of work.

7. In construction of concrete courts, the pumping of concrete will be an extra charge unless so specified.

8. No import or export of soil unless noted in contract.

9. In the resurfacing over previously coated courts, the CONTRACTOR shall not be responsible for delamination caused by previous coatings or delaminations or discolorations of the surfacing caused by the leaching of impurities from within the slab or subgrade.

10. Any changes, alterations, or extras from the drawings or specifications which may be required by any public body, utility or inspector shall constitute an extra and shall be paid for the same as any other extra.

11. **CONTRACTOR** agrees to diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: acts of neglect or omissions of OWNER or OWNER's employee or OWNER's agents, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by OWNER, inability to secure materials through regular recognized channels, failure of OWNER to make payments when due.

12. **CONTRACTOR** shall have the right to stop work and to keep the job idle if payments are not made to him when due. If the OWNER delays in making any progress payment, the CONTRACTOR may stop work until the OWNER delivers to the CONTRACTOR, at the OWNER's expense, a payment bond executed by a corporate surety covering the cost of the balance of the work to be performed under this contract.

13. **OWNER** agrees to pay CONTRACTOR invoices in accordance with the terms thereon. OWNER further agrees to pay late charges of 1 1/2% per month on any amounts not paid within 30 days from date of statement, and any collection expenses and attorney fees incurred in collection of this account on any amounts not paid within 60 days from date of statement.

14. **OWNER** shall indicate to the CONTRACTOR the boundaries of the property and shall assume all responsibility for accuracy of said description and boundaries.

15. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration before a single arbitrator in Orange County, California, in accordance with the laws of the State of California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the arbitration award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

16. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS for final and binding arbitration pursuant to the arbitration clause set forth above. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from a JAMS panel of neutrals, and in scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or 45 days after the date of filing the written request for mediation, whichever occurs first. The provisions of this paragraph may be enforced by any Court of competent jurisdiction.

EXHIBIT "B"
INSURANCE

1. INSURANCE

1.1. **Insurance Required.** Contractor shall maintain insurance as described in this Exhibit B 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 Contractor. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

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

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: (Matter/what is this contract for?)
- Documentation of Best's rating is 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.

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

- Professional Liability Insurance: (if applicable) — $2,000,000 per occurrence, $4,000,000 aggregate
- General Liability:
  - General Aggregate: $4,000,000
  - Products Comp/Op Aggregate $4,000,000
  - Personal & Advertising Injury $2,000,000
  - Each Occurrence $2,000,000
  - Fire Damage (any one fire) $ 100,000
  - Medical Expense (any 1 person) $ 10,000
- Workers' Compensation:

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

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

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

1.4. **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.

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

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

1.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

1.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion

of the contract of work. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

1.9. **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 the liability and defense of suits or claims arising out of the work or ongoing and completed operations by or on behalf of the Contractor, including materials, part or equipment furnished in connection with such work or operations. Contractor's insurance policies shall be primary as respects any claims related to or as the result of the Contractor's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or 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 Contractor's insurance.

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

1.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Contractor shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Contractor shall provide proof that cancelled or expired insurance policies 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 coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, South Pasadena, CA 91030.

1.12. **Contractor's Insurance Primary.** The insurance provided by Contractor, including all endorsements, shall be primary to any coverage available to City. Any insurance or

self-insurance maintained by City and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

EXHIBIT "C"
MANDATORY TERMS

1. ANTITRUST CLAIMS

Pursuant to Public Contact Code Section 7103.5, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

2. THIRD-PARTY CLAIM

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Agreement at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Agreement. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

3. SUBSTITUTIONS FOR CONTRACT RETENTIONS

In accordance with California Public Contract Code Section 22300, City will permit the substitution of securities for any monies withheld by City to ensure performance under the Contract. 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 California as the escrow agent, and thereafter City shall then pay such monies to Contractor as they come due. Upon satisfactory completion of the Project, the securities shall be returned to Contractor. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time City has issued written final acceptance of the Project and filed a notice of completion as permitted by law and provisions of this Contract. Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by City.

4. TRENCHING WORK

If the Contract Price exceeds $25,000 and if the Work governed by this Contract entails excavation of any trench or trenches five (5) feet or more in depth, Contractor shall comply with all applicable provisions of the California Labor Code, including Section 6705. To this end, Contractor shall submit for City's review and approval a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

In accordance with Labor Code Section 6707, and in addition to the foregoing, all work that entails excavation of any pipeline, sewer, sewage disposal system, boring and jacking pit, or similar trenches or open excavations which are five feet or deeper, shall comply with all applicable safety orders.

As required by California Public Contract Code Section 7104, if this Contract involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly, and prior to disturbance of any conditions, notify City of: (1) any material discovered in excavation that Contractor believes to be a hazardous waste that is required to be removed to a Class I, Class II or Class III disposal site; (2) subsurface or latent physical conditions at the site differing from those indicated by City; and (3) unknown physical conditions of an unusual nature at the site, significantly different from those ordinarily encountered in such contract work. Upon notification, City shall promptly investigate the conditions to determine whether a change order is appropriate. In the event of a dispute, Contractor shall

not be excused from any scheduled completion date and shall proceed with all Work to be performed under the Contract, but shall retain all rights provided by the Contract or by law for making protests and resolving the dispute.

The location and existence of any underground Utility or substructure has not been obtained. The methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed by the City. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include contacting Underground Service Alert and other private underground locating firm(s), utilizing specialized locating equipment, hand trenching, or both. Contractor shall comply with all requirements of the Dig Safe Act of 2016 (Government Code Section 4216, et seq.). Contractor shall be responsible for preserving the integrity of the existing underground utilities at the site.

To the extent required by Section 4215 of the California Government Code, City shall compensate Contractor for the costs of: (1) locating and repairing damage to underground utility facilities not caused by the failure of Contractor to exercise reasonable care; (2) removing or relocating underground utility facilities not indicated in the construction drawings; and (3) equipment necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay caused by failure of City to provide for removal or relocation of such utility facilities.

5. CLAIMS

All claims arising out of or related to this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as through fully set forth herein. Thus, Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable) and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of "claim" as individually defined therein.

EXHIBIT D
FORM OF PAYMENT BOND, FORM OF PERFORMANCE BOND, AND FORM OF WARRANTY BOND

Bond No. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of South Pasadena ("City"), State of California, has awarded to _____
_____
_____ ("Principal")
(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

_____
(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and _____
_____
_____
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of _
_____
Dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____ Its	By: _____ Its
By: _____ Its	By: _____ Its
	APPROVED AS TO FORM:
	By: _____ Roxanne Diaz, City Attorney
(Seal)	*(Seal)*

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. ***DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.*** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

Bond No. _____

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of South Pasadena ("City"), has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

_____

(Project name)

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

_____

Dollars ($_____), this amount being not less than the annual Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the

same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the provisions of California Civil Code 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____ Its	By: _____ Its
By: _____ Its	By: _____ Its
(Seal)	*(Seal)*

APPROVED AS TO FORM:

By:_____
Roxanne Diaz, City Attorney

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

BOND NO._____

WARRANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of South Pasadena ("City"), has awarded to _____

_____

_____ ("Principal")

(Name and address of Contractor)

a contract (the "Contract") for the Work described as follows:

_____

(Project name)

WHEREAS, said Contract is incorporated herein by reference; and

WHEREAS, Principal is required under the terms of the Contract to furnish and file with the City a good and sufficient warranty bond to guarantee and warrant the work of improvements under the Contract for a period of one (1) year following completion and acceptance thereof against any defective work or labor done, or defective materials furnished (hereinafter "Warranty"), in the amount of fifty percent (50%) of the Contract price.

NOW, THEREFORE, we, the undersigned Principal, and _____

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of _____

Dollars ($_____), the amount being fifty (50%) of the Contract price not less than the Contract price plus ten percent (10%) ("Penal Sum"), payble to City in the event of a material default under the Warranty, for the payment of which, we bind ourselves, our heirs, successors, executors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her or its heirs, executors, administrators, successors or assigns, shall remedy, without cost to the City , any defects which may develop during the term of the Contract Warranty, caused by defective or inferior materials or workmanship, and shall indemnify, defend and hold harmless the City, its officers, agents, and employees for any and all claims, demands, causes of action, damages, injuries, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense, which arise out of, pertain to, or relate to such defects or to the Principal's actions or inactions in remedying such defects, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. If suit is brought upon this bond, Surety further agrees to pay, in addition to the Penal Sum, all costs and reasonable expenses and fees shall be included, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"	"Surety"
_____	_____
_____	_____
By: _____	By: _____
Its	Its
By: _____	By: _____
Its	Its
(Seal)	*(Seal)*

APPROVED AS TO FORM:

By:_____
Roxanne Diaz, City Attorney

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

City Council
Agenda Report

ITEM NO. 14

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Director of Public Works
Michael Vartanians, City Engineer

SUBJECT: **RATIFICATION OF THE CORRECT TOTAL NOT-TO-EXCEED AMOUNT OF $129,600 FOR THE SECOND AMENDMENT TO THE AGREEMENT WITH ENGINEERING CONSULTING SERVICES, INC. (ECS) FOR PROJECT MANAGEMENT SUPPORT SERVICES**

Recommendation
It is recommended that the City Council ratify the June 3, 2026, approval of the Second Amendment to the Professional Services Agreement with Engineering Consulting Services, Inc. (ECS) for the correct not-to-exceed amount of $129,600.

Executive Summary
On June 3, 2026, the City Council approved an amendment to the Professional Services Agreement with ECS, Inc., increasing the contract by $54,600 to provide continued project management support for the Huntington Drive and Fremont Avenue Corridor Improvement Project. The staff report presented at that meeting incorrectly identified the revised total not-to-exceed contract amount as $105,098. Based on the previously authorized contract amount and the approved $54,600 increase, the correct total not-to-exceed amount is $129,600. Staff recommends that the City Council ratify the corrected total contract amount of $129,600.

Background
On April 24, 2023, the City entered into a Professional Services Agreement with ECS for public works project management assistance services in an original not-to-exceed amount of $29,250.

On November 20, 2024, the City and ECS executed the First Amendment, increasing the agreement's total not-to-exceed amount to $75,000.

On June 3, 2026, the City Council considered and approved a Second Amendment for an additional $54,600 in project management support services. The additional services include design review, agency and stakeholder coordination, project controls, and related support for the Huntington Drive and Fremont Avenue Corridor Improvement Project. Adding the approved $54,600 to the existing agreement amount of $75,000 results in a new total not-to-exceed amount of $129,600.

Analysis
The June 3, 2026 staff report requested City Council approval of a $54,600 increase to the

agreement with ECS, Inc. The consultant's proposal, which was attached to the staff report, correctly identified the requested increase as $54,600. However, the title and Recommendation section of the staff report incorrectly stated that the increase would result in a new total contract amount of $105,098.

The $105,098 figure was based on the $54,600 requested increase to a current purchase order of $50,497.50 for a rounded amount of $105,098. This purchase order, however, reflected only the amount encumbered for the applicable fiscal year. The total did not represent the cumulative total not-to-exceed amount authorized under the agreement.

Following City Council approval, the Second Amendment (Attachment 1) was prepared to amend Section 3.4, "Total Not-to-Exceed Amount," of the agreement and correctly established the amount of $129,600, as summarized below:

Agreement Action	**Total NTE Amount**
Original Agreement - April 24, 2023	$29,250
First Amendment - November 20, 2024	$75,000
Second Amendment - June 3, 2026	+ $54,600
Correct Total Not-to-Exceed Amount	**$129,600**

The City Council's June 3, 2026, action authorized an additional $54,600, and the resulting Second Amendment correctly reflects a total agreement amount of $129,600. Ratification will clarify the City Council's prior action, confirm the correct contractual limit, and ensure consistency among the agreement and the City's administrative records. No changes to the consultant's authorized scope of services or billing rate, and no additional compensation, are proposed.

Fiscal Impact

There is no additional fiscal impact associated with this ratification. The City Council previously approved the $54,600 increase on June 3, 2026, and sufficient funds were identified in the Fiscal Year 2025-2026 Capital Improvement Program budget. This action only confirms the correct cumulative agreement not-to-exceed amount of $129,600 and does not appropriate or authorize any additional funds.

Attachment:

Attachment No. 1 - Second Amendment to Professional Services Agreement with ECS, Inc.

Attachment No. 2 - June 3, 2026 City Council Staff Report

SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT ("Amendment") is made on this 3rd day of June 2026, by and between the CITY OF SOUTH PASADENA ("City") and ENGINEERING CONSULTING SERVICES, INC. ("Contractor").

RECITALS

WHEREAS, on April 24, 2023, the CITY and Contractor entered into a Professional Services Agreement ("Agreement") for the Contractor to provide public works project management assistance services for a not-to exceed amount of $29,250.00; and

WHEREAS, on November 20, 2024, the CITY and Contractor executed the first amendment for the Contractor to provide public works project management assistance services for a new not-to exceed amount of Seventy-Five Thousand Dollars ($75,000); and

WHEREAS, the CITY desires to execute the Second Amendment to increase the Agreement amount in order to facilitate services still needed.

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

Section 1. Consultant shall provide the additional services as set forth in Exhibit A of this Second Amendment ("Additional Services"), which shall be performed pursuant to the terms of the Agreement. The Agreement's original Scope of Services and the Additional Services attached herein shall collectively be referred to as Scope of Services.

Section 2. Section 3.4 of the Agreement entitled "Maximum Amount" is hereby amended to read as follows:

> "The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is: One Hundred Twenty-Nine Thousand Six Hundred Dollars ($129,600)."

Section 3. Except as otherwise amended herein by this Second Amendment, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

"Consultant"
Engineering Consulting Services, Inc.

By:_____
Signature

Printed:_____

Title:_____

Attest:

By:_____
Nikima Newsome, Chief City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

EXHIBIT A TO THE SECOND AMENDMENT
ADDITIONAL SERVICES AND COMPENSATION

EXHIBIT A

Engineering Consulting Services, Inc.

Date: 5/12/2026

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

Attention: Michael Vartanians, P.E.
City Engineer

Subject: **PROPOSAL FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**
REQUEST FOR AMENDMENT TO THE CURRENT PSA
CONTRACT NO.: 2023-176
Co-Manager Support for Capital Improvement Projects

Dear Mr. Vartanians,

Per your request, ECS, Inc. is pleased to submit this proposal to the City of South Pasadena to provide professional engineering consulting services in support of the Fremont Ave./Huntington Dr. Corridor Improvements Project

Our team will serve as Co-Manager, working collaboratively with City staff to provide design review, construction management, and coordination with agencies and stakeholders to ensure successful project delivery.

---

1. PROJECT UNDERSTANDING

The City of South Pasadena is advancing key infrastructure improvements requiring coordination with regional agencies and adherence to applicable design and construction standards. These projects involve ITS deployment, corridor multi-modal transportation

enhancements, and construction oversight, all of which require careful planning, technical review, and proactive management.

Key considerations include:

- Compliance with City standards and applicable state guidelines
- Integration of ITS systems with existing infrastructure
- Minimizing impacts to traffic and the community
- Coordination with utilities and external agencies
- Compliance with funding source guidelines and requirements

2. SCOPE OF SERVICES

2.1 Design Review

Fremont Ave./Huntington Dr. Corridor Improvements Project:

- Perform reviews at 30%, 60%, 90%, and final design stages
- Review plans, specifications, and estimates (PS&E)
- Evaluate constructability and identify potential conflicts
- Ensure compliance with applicable standards and guidelines
- Track and resolve review comments

2.2 Agency and Stakeholder Coordination

- Coordinate with state and regional agencies
- Support permitting and approvals
- Facilitate communication among City staff, contractors, and stakeholders
- Coordinate with utility companies for relocations and conflicts
- Attending Community outreach meetings

2.3 Project Controls

- Review project schedules and budgets developed by others
- Track project progress and milestones
- Identify risks and recommend mitigation measures upon request
- Prepare regular status reports upon request

3. PROJECT APPROACH

Our approach emphasizes collaboration, communication, and proactive problem-solving:

- Function as an extension of City staff
- Maintain clear and consistent communication
- Identify and address issues early
- Ensure quality and compliance at all stages
- Support timely project delivery

4. PROJECT TEAM

- Senior Project Manager / Co-Manager: Edward Hitti, P.E.

5. STAFFING MATRIX AND LEVEL OF EFFORT

The estimated hours are based on 35 weeks, unit the end of the 2026 calendar year (from May to December 2026) as requested.

Tasks	Hrs	Amount
Fremont Ave./Huntington Dr. Corridor Improvements Project:		
Co-Project Management & Coordination @ 1 hrs./Wk.:	35	$6,825
Design Review (PS&E 30%, 60%, 90%, & Final @ .25hr./sheet):	200	$39,000
Sub-total 1:	*235*	*$45,825*

General Co-Management of CIP - April Invoice 33 (Part 2)	45	$8,775
Sub-total 2:	*45*	*$8,775*
TOTAL:	***280***	***$54,600***

Note1: Hours are estimated for this project and may be adjusted based on final scope and schedule. The actual number of sheets for Fremont Ave./Huntington Dr. Corridor Improvement project is not available at this point. It is estimated to be 200 sheets per the RFP of Kimley-Horn Associates for the purpose of this proposal.

Note 2: No charges for the hours to attend City Council or PWIC meetings.

6. SCHEDULE

ECS, Inc. is available to begin work upon authorization. A detailed schedule will be developed in coordination with the City. The term of the service will be till the end of the 2026 calendar year as requested by the City.

7. FEE

Services will be provided on a time-and-materials basis with a not-to-exceed budget. The typical billing rates and estimated costs are based on the staffing matrix.

7.1 Billing Total Hours

- Senior Project Manager / Co-Manager: Edward Hitti, P.E.: 280 hours.

7.2 Billing Rates

- Senior Project Manager / Co-Manager: Edward Hitti, P.E.: $195/hr.

7.3 Expenses

No reimbursable project-related cost expenses will be requested including travel, printing, business permit fees, and other direct expenses.

7.4 Total Estimated Project Cost

- $54,600.00

8. Budget Note:

The amount in the amended contract request of $54,600 of the total estimated service including the unbilled 45 labor hours for the month of April (Part 2), Invoice No. 33, in the amount of $8,775.00 (See enclosed Part 2). The Part 2 April invoice to be added to the May 2026 invoice once the contract is amended. Part 1 April Invoice No. 33 (Partial) in the amount of $2,340.00 (see enclosed Part 1) will be paid under the current P.O.

ECS, Inc. is committed to supporting the City of South Pasadena in delivering these important infrastructure projects. Our team brings the experience, technical expertise, and collaborative approach necessary to ensure successful outcomes.

Best Regards,

Edward G. Hitti

Edward Hitti, P.E.
President/CEO
Engineering Consulting Services, Inc.
Arcadia, CA.
Cell: (626) 343-2157

Enclosures:

- April Invoice No. 33 (Part 1)
- April Invoice No. 33 (Part 2)

City Council Agenda Report

ITEM NO. 14

DATE: June 3, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Julian Lee, Director of Public Works
Michael Vartanians, City Engineer

SUBJECT: **CONSIDERATION OF APPROVAL OF AN AMENDMENT TO AN AGREEMENT WITH ECS, INC. TO EXTEND PROJECT MANAGEMENT SUPPORT SERVICES RELATED TO THE HUNTINGTON DRIVE AND FREMONT AVENUE CORRIDOR IMPROVEMENT PROJECT, FOR A NEW TOTAL CONTRACT AMOUNT OF $105,098.**

Recommendation

It is recommended that City Council approve the amendment to the Agreement with ECS, Inc. in the form approved by the City Attorney to provide project management support services related to the Huntington Drive and Fremont Avenue Corridor Improvement Project, increasing the total not-to-exceed amount to $105,098.

Executive Summary

Staff requests approval of an amendment to the agreement with ECS, Inc. to increase the budget for project management support services. Since the contract's inception, ECS, Inc. has provided critical on-site and off-site support for the North-South Fair Oaks ITS Deployment Project and the Huntington Drive and Fremont Avenue Corridor Improvement Project. Their services have included design reviews, agency and stakeholder coordination, grant tracking, and community outreach and City Council meeting support. While the Fair Oaks ITS project is nearing construction, the Huntington/Fremont corridor project remains in the design phase. To ensure uninterrupted support through this next stage, staff recommends increasing the budget to account for extended services and ongoing project management needs.

Background

The City previously entered into an agreement with ECS, Inc. to provide comprehensive project management and engineering support services. Since the contract’s inception, the consultant has provided critical on-site and off-site technical and administrative assistance for two of the City's high-priority corridor initiatives: the North-South Fair Oaks Intelligent Transportation Systems (ITS) Deployment Project and the Huntington Drive and Fremont Avenue Corridor Improvement Project.

To date, ECS, Inc. has successfully augmented City staff by delivering a wide range of essential services. These efforts have included performing detailed design reviews to ensure project plans meet regulatory standards, managing complex inter-agency coordination between regional stakeholders and utilities, and tracking grant funding to ensure strict

compliance and reimbursement. Additionally, the consultant has provided vital support during public engagement efforts, helping staff prepare for and present at community outreach meetings, Commission meetings, and City Council sessions.

Analysis

The two corridor projects are currently moving through distinct phases of project delivery, both of which require continued professional oversight. The North-South Fair Oaks ITS Deployment Project is transitioning out of the design phase and is preparing to enter the construction phase. Staff is currently finalizing the bid package and anticipates advertising the project for construction bids in the coming weeks.

Concurrently, the Huntington Drive and Fremont Avenue Corridor Improvement Project remains in the active design phase following the City Council's recent selection of a design alternative. ECS, Inc. will support staff with review of the detailed engineering plans, specifications, and cost estimates. Furthermore, as these design plans develop, they must be thoroughly vetted and coordinated with a wide range of external stakeholders and public agencies. This process will involve extensive discussions and reviews with Caltrans, neighboring cities, and the South Pasadena Unified School District to ensure regional compatibility and traffic synchronization. The consultant will also support staff in presenting these plans at upcoming public infrastructure commissions and community outreach meetings to gather vital feedback from residents and local businesses.

Due to the expanded scope of day-to-day coordination, enhanced stakeholder engagement, and the extended timeline required to advance the Huntington and Fremont design, the consultant has exhausted the originally allocated budget. The proposed contract amendment is necessary to increase the project budget, ensuring uninterrupted professional support from ECS, Inc. to maintain project momentum through the completion of the design phase and into the upcoming construction cycles.

Fiscal Impact

The existing agreement with ECS, Inc. is currently funded through Measure R and Measure M Local Return funds within the Fiscal Year (FY) 2025-2026 Operating Budget. However, staff recommends that the proposed amendment of $54,600 be funded specifically by Measure R Local Return funds, which are already budgeted within the FY 2025-2026 Capital Improvement Project CIP Budget. Because these funds have already been allocated, no additional appropriation is required.

Attachment:

Attachment No. 1 - ECS, Inc. Proposed Amendment

Date: 5/12/2026

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

Attention: Michael Vartanians, P.E.
City Engineer

Subject: **PROPOSAL FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES**
REQUEST FOR AMENDMENT TO THE CURRENT PSA
CONTRACT NO.: 2023-176
Co-Manager Support for Capital Improvement Projects

Dear Mr. Vartanians,

Per your request, ECS, Inc. is pleased to submit this proposal to the City of South Pasadena to provide professional engineering consulting services in support of the Fremont Ave./Huntington Dr. Corridor Improvements Project

Our team will serve as Co-Manager, working collaboratively with City staff to provide design review, construction management, and coordination with agencies and stakeholders to ensure successful project delivery.

---

1. PROJECT UNDERSTANDING

The City of South Pasadena is advancing key infrastructure improvements requiring coordination with regional agencies and adherence to applicable design and construction standards. These projects involve ITS deployment, corridor multi-modal transportation

enhancements, and construction oversight, all of which require careful planning, technical review, and proactive management.

Key considerations include:

- Compliance with City standards and applicable state guidelines
- Integration of ITS systems with existing infrastructure
- Minimizing impacts to traffic and the community
- Coordination with utilities and external agencies
- Compliance with funding source guidelines and requirements

2. SCOPE OF SERVICES

2.1 Design Review

Fremont Ave./Huntington Dr. Corridor Improvements Project:

- Perform reviews at 30%, 60%, 90%, and final design stages
- Review plans, specifications, and estimates (PS&E)
- Evaluate constructability and identify potential conflicts
- Ensure compliance with applicable standards and guidelines
- Track and resolve review comments

2.2 Agency and Stakeholder Coordination

- Coordinate with state and regional agencies
- Support permitting and approvals
- Facilitate communication among City staff, contractors, and stakeholders
- Coordinate with utility companies for relocations and conflicts
- Attending Community outreach meetings

2.3 Project Controls

- Review project schedules and budgets developed by others
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Our approach emphasizes collaboration, communication, and proactive problem-solving:

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4. PROJECT TEAM

- Senior Project Manager / Co-Manager: Edward Hitti, P.E.

5. STAFFING MATRIX AND LEVEL OF EFFORT

The estimated hours are based on 35 weeks, unit the end of the 2026 calendar year (from May to December 2026) as requested.

Tasks	Hrs	Amount
Fremont Ave./Huntington Dr. Corridor Improvements Project:		
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Design Review (PS&E 30%, 60%, 90%, & Final @ .25hr./sheet):	200	$39,000
Sub-total 1:	*235*	*$45,825*

General Co-Management of CIP - April Invoice 33 (Part 2)	45	$8,775
Sub-total 2:	*45*	*$8,775*
TOTAL:	***280***	***$54,600***

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Note 2: No charges for the hours to attend City Council or PWIC meetings.

6. SCHEDULE

ECS, Inc. is available to begin work upon authorization. A detailed schedule will be developed in coordination with the City. The term of the service will be till the end of the 2026 calendar year as requested by the City.

7. FEE

Services will be provided on a time-and-materials basis with a not-to-exceed budget. The typical billing rates and estimated costs are based on the staffing matrix.

7.1 Billing Total Hours

- Senior Project Manager / Co-Manager: Edward Hitti, P.E.: 280 hours.

7.2 Billing Rates

- Senior Project Manager / Co-Manager: Edward Hitti, P.E.: $195/hr.

7.3 Expenses

No reimbursable project-related cost expenses will be requested including travel, printing, business permit fees, and other direct expenses.

7.4 Total Estimated Project Cost

- $54,600.00

8. Budget Note:

The amount in the amended contract request of $54,600 of the total estimated service including the unbilled 45 labor hours for the month of April (Part 2), Invoice No. 33, in the amount of $8,775.00 (See enclosed Part 2). The Part 2 April invoice to be added to the May 2026 invoice once the contract is amended. Part 1 April Invoice No. 33 (Partial) in the amount of $2,340.00 (see enclosed Part 1) will be paid under the current P.O.

ECS, Inc. is committed to supporting the City of South Pasadena in delivering these important infrastructure projects. Our team brings the experience, technical expertise, and collaborative approach necessary to ensure successful outcomes.

Best Regards,

Edward G. Hitti

Edward Hitti, P.E.
President/CEO
Engineering Consulting Services, Inc.
Arcadia, CA.
Cell: (626) 343-2157

Enclosures:

- April Invoice No. 33 (Part 1)
- April Invoice No. 33 (Part 2)

City Council
Agenda Report

ITEM NO. 15

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Nikima S. Newsome, Chief City Clerk

SUBJECT: **CONSIDERATION OF APPROVAL OF THE REGULAR MEETING MINUTES FOR JULY 7, 2026**

Recommendation
It is recommended that the City Council approve the minutes of the July 7, 2026, Regular City Council Meeting.

Executive Summary
The meeting minutes are attached to this staff report for the City Council's consideration and approval.

Background
The City Clerk's Department is responsible for preparing the official action minutes for City Council meetings.

Analysis
The City Clerk prepares action minutes, which serve as the official written record of actions taken by the City Council during a meeting, including motions, votes, and direction provided to staff, without documenting the full discussion. Action minutes provide a clear and permanent record of Council proceedings for the public, City staff, and legal purposes. The City Council approves the minutes of prior meetings to confirm that they accurately and completely reflect the actions taken. Councilmembers may vote to approve meeting minutes even if they were not in attendance, as the minutes constitute the official record of the legislative body's actions rather than those of any individual Councilmember.

Fiscal Impact
Preparation of meeting minutes is included in the City Clerk's work plan as part of the FY 2025-2026 Adopted Budget.

Attachment:
Attachment No. 1 - Regular Meeting Minutes - July 7, 2026

CITY OF SOUTH PASADENA
CITY COUNCIL MINUTES
JULY 7, 2026

CALL TO ORDER:

A regular adjourned meeting of the South Pasadena City Council was called to order by Mayor Rossi at 5:02 p.m., on Wednesday, July 7, 2026, at City Council Chambers, 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

PRESENT	Mayor	Sheila Rossi
	Mayor Pro Tem	Omari Ferguson
	Councilmember	Janet Braun
	Councilmember	Jon Primuth *(Arrived at 5:13 P.M.)*
	Councilmember	Michael Cacciotti
ALSO PRESENT	City Manager Todd Hileman	
	City Attorney Roxanne	
	Chief City Clerk Nikima Newsome	

All Councilmembers were present, except Councilmember Primuth, and a quorum was determined.

CHANGES TO THE AGENDA

1. **REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA**

   At the request of staff, Item No. 4 was requested to be heard prior to Item No. 3.

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.

Motion by Councilmember Braun, seconded by Councilmember Cacciotti to approve the consent calendar. The motion was approved by the following roll call vote:

AYES:	Councilmembers Braun, Cacciotti, Mayor Pro Tem Ferguson, Mayor Rossi
NOES:	None
ABSENT:	Councilmember Primuth

2. **CONSIDERATION OF AN AMENDMENT TO THE LEGAL SERVICES AGREEMENT WITH GOLDFARB & LIPMAN LLC FOR SPECIAL COUNSEL SERVICES**

   Recommendation
   Staff recommends the City Council approve the amendment to the legal services agreement with Goldfarb & Lipman LLC for special counsel services.

ACTION/DISCUSSION

3. **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 8019 PLACING A MEASURE TO APPROVE THE ISSUANCE OF GENERAL OBLIGATION BONDS TO FINANCE MUNICIPAL IMPROVEMENT PROJECTS ON THE NOVEMBER 3, 2026 BALLOT, REQUESTING CONSOLIDATION WITH THE LOS ANGELES COUNTY GENERAL ELECTION AND PROVIDING RELATED DIRECTION ON ELECTION MATTERS AND FIND THAT THE RESOLUTION PLACING THE MEASURE ON THE BALLOT IS NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; DISCUSSION AND DIRECTION REGARDING THE PREPARATION AND FILING OF AN ARGUMENT IN FAVOR OF THE BALLOT MEASURE BY MEMBERS OF THE CITY COUNCIL PURSUANT TO THE ELECTIONS CODE; DISCUSSION AND DIRECTION REGARDING THE PREFERRED BALLOT LETER DESIGNATION FOR THE MEASURE**

   Recommendation
   It is recommended that the City Council:

   a. Find that Resolution No, 8019 placing a measure to approve the issuance of general obligation bonds on the ballot is not subject to the California Environmental Quality Act (California Public Resources Code Section 21000 et seq.) ("CEQA") pursuant to Section 15060(c)(2) (the activities will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15060(c)(3) (the activities are not a project as defined in Section 15378) of the CEQA Guidelines, California Code Regulations, Title 14, Chapter 3. State CEQA Guideline Section 15378(b)(4) excludes "government funding mechanisms or other government fiscal activities" from its definition of "project" when they "do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment." On its own, voter approval of the proposed bonds will not "commit" the

City to issue bonds or construct the Project; and

b. Adopt Resolution No. 8019, placing a measure authorizing the issuance of general obligation bonds in an amount not to exceed $80,000,000 on the November 3, 2026 General Municipal Election ballot, requesting consolidation with the Los Angeles County General Election, and providing related election direction;
c. Discuss and provide direction regarding the preparation and subsequent filing of a ballot argument in favor of the measure by one or more members of the City Council pursuant to Elections Code Section 9282, including rebuttal, if any;
d. Discuss and provide direction regarding the preferred ballot letter designation for the measure and authorize the City Clerk to submit to the Los Angeles County Registrar-Recorder/County Clerk the preferred letter designation form.

Members of the public Karie Reynolds, Dean Serwin, and Sally Kilby spoke to the item.

Questions asked and answered of staff included clarification that the estimated final fiscal year for tax collection would be June 30, 2063 (approximately 37 years of collections); whether the general obligation bonds could be refinanced in the future similar to prior water bonds and under what conditions; how issuance in three tranches explains the estimated average tax rate of about $33 per $100,000 of assessed value and how the phasing of $30 million, $30 million, and $20 million would affect annual tax rates over time; how many years the City has to expend bond proceeds after each issuance in order to maintain tax-exempt status; whether a second round of public survey work had been conducted before finalizing the measure; whether there is a limit on the number of letters that can be used in the ballot designation and what alternatives should be requested if the preferred "SOS" designation is unavailable; whether the community group had proposed any backup ballot letter designations; whether the Council would still have an opportunity to review the ballot argument language if it did not designate itself to prepare the argument; and whether rebuttal arguments should be permitted for this measure.

Discussion ensued including but not limited to both support for and reservations about using "SOS" (Save Our Streets) as the ballot letter designation; appreciation for the resident group organizing in support of the measure; deference to the group's preferred ballot letter designation where feasible; prior survey work, noting that adding library-related language had reduced support levels and that, given tight election timelines and the two-thirds voter approval requirement, there was concern that additional changes at this stage could jeopardize passage; support for allowing a community committee to prepare the ballot argument in favor of the measure by striking Section 9 of the resolution; and expressed that permitting rebuttal arguments would promote transparency and give all perspectives a fair opportunity to be heard.

Motion by Councilmember Braun, seconded by Councilmember Cacciotti to approve the staff recommendation and striking out Section 9 of Resolution No. 8019. The motion was approved by the following roll call vote:

AYES: Councilmembers Braun, Primuth, Cacciotti, Mayor Pro Tem Ferguson, Mayor Rossi
NOES: None
ABSENT: None

4. SECOND READING AND ADOPTION OF ORDINANCE NO. 2416, AN ORDINANCE OF THE CITY OF SOUTH PASADENA ORDERING THE SUBMISSION OF A PROPOSITION INCURRING BONDED INDEBTEDNESS TO THE QUALIFIED VOTERS OF THE CITY OF SOUTH PASADENA AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026

Recommendation

It is recommended that the City Council adopt Ordinance No. 2416, an Ordinance of the City of South Pasadena ordering the submission of a proposition to incur bonded indebtedness in an amount not to exceed $80,000,000 for certain municipal improvement projects to the qualified voters of the City at the General Municipal Election to be held on November 3, 2026, General Municipal Election.

Members of the public Kristen Pumphrey, Thomas Neuberger, and Bianca Richards spoke to the item.

Questions asked and answered of staff included whether this was the appropriate item in which to consider making changes to the bond language versus addressing such changes in the subsequent election-calling resolution, and clarification of how the ordinance and ballot question differ in terms of specifying use of funds; whether sidewalks, curbs, and gutters are included within the scope of the proposed bond-funded street and infrastructure improvements, and requested clarification on sources of funding as multimodal standards are integrated into design plans—specifically, how much is currently spent each year from operating funds on street maintenance, how those ongoing funds would complement the bond proceeds, and what types of costs would be covered by operating funds versus by the bond.

Discussion ensued including but not limited to acknowledgment of community requests to embed specific multimodal and safety commitments in the bond ordinance; emphasis that the proposed $80 million general obligation bond represents only one component of a larger, more expensive infrastructure program that also includes water, sewer, sidewalks, and related work funded through other sources; noted that Council has already committed General Fund monies to updating the mobility plan and master plan, with the intent that multimodal, bike, pedestrian, ADA, and traffic-calming improvements be implemented through those adopted standards and incorporated into future street design specifications and bid packages; highlighted the City's recent actions—such as approving a major project to add dedicated bike lanes on Fremont and Huntington, advancing ADA sidewalk and ramp work, and accelerating long-delayed street repairs—as evidence of the City's commitment to multimodal transportation and safety and to rebuilding public trust through delivered projects rather than promises; stressed the importance of moving the bond forward without

delaying with additional polling or major ordinance changes that could jeopardize passage, and expressed that multimodal improvements are not optional but will be pursued aggressively through the updated mobility plan, grant opportunities, and integration of safety standards into all future capital street projects.

Motion by Councilmember Braun, seconded by Councilmember Cacciotti to approve the staff recommendation. The motion was approved by the following roll call vote:

AYES:	Councilmembers Braun, Primuth, Cacciotti, Mayor Pro Tem Ferguson, Mayor Rossi
NOES:	None
ABSENT:	None

5. CONSIDERATION TO ESTABLISH AN OBJECTIVE DESIGN STANDARDS SUBCOMMITTEE AS A BROWN ACT BODY COMPRISING OF THREE MEMBERS OF THE PLANNING COMMISSION AND TWO MEMBERS OF THE CITY COUNCIL AND APPOINTING ITS MEMBERS; AND DISCUSSION AND DIRECTION REGARDING THE SCOPE OF THE SUBCOMMITTEE

Recommendation

It is recommended that the City Council:

1. Establish an Objective Design Standards (ODS) Subcommittee, subject to the Ralph M. Brown Act, consisting of three members of the Planning Commission and two members of the City Council to advise the City Council on the development of Objective Design Standards for residential and mixed-use development; and

2. Approve the purpose and scope of the subcommittee as described in this report including its dissolution upon adoption of an ordinance adopting Objective Design Standards by the City Council; and
3. Appointment of the subcommittee members.

No members of the public spoke to the item.

Questions asked and answered of staff included clarification of the geographic applicability of the proposed objective design standards, specifically whether they would apply citywide or only to certain areas of the city, confirmation that the fourth phase of the work would be citywide and whether all four phases were expected to be completed within the current timeline through December, and whether there would be an opportunity within the subcommittee's work to address concerns related to very high fire severity zones and the City's lack of a small-lot subdivision ordinance; and clarification from the City Attorney on how Brown Act rules would apply if additional Councilmembers attended subcommittee meetings, including whether the presence of another Councilmember could create a quorum or otherwise restrict participation.

Discussion ensued including but not limited to support for establishing the Objective Design Standards Subcommittee as a Brown Act body to accelerate development of objective

standards, particularly for Mission Street and high-density and multi-unit areas experiencing development pressure, while ensuring the process is transparent and open to the public; that the work is intended to be citywide and phased, beginning with Mission Street and Fair Oaks, then the mixed-use commercial districts, and ultimately extending to the rest of the city, including lower-density residential areas and multifamily housing; the importance of considering high fire severity zones, hillside areas, and existing hillside design standards as part of the citywide phase and interest in ensuring that multifamily and subdivision-related concerns can be addressed in an appropriate forum while recognizing that objective design standards focus primarily on architectural and design issues rather than land-subdivision rules; the value of drawing on Planning Commission expertise, the need to avoid duplicative efforts, and affirmation that the advisory recommendations of the subcommittee will return first to the Planning Commission and then to the City Council for final decisions.

Motion by Councilmember Cacciotti, seconded by Mayor Rossi to approve the staff recommendation and appoint Councilmember Braun and Mayor Rossi to the ad hoc committee. The motion was approved by the following roll call vote:

AYES:	Councilmembers Braun, Cacciotti, Mayor Pro Tem Ferguson, Mayor Rossi
NOES:	None
ABSENT:	Councilmember Primuth

COMMUNICATIONS

6. Mayor Rossi thanked City staff across departments, including Public Safety and Community Services, for organizing the Fourth of July events and the international soccer viewing party, noting the strong community turnout and the significant effort required before and during both events. She also congratulated Assistant City Manager/Finance Director Nick Kimball on his one-year anniversary with the City, emphasized that his work stabilizing and cleaning up the City's finances has been critical to making the proposed bond measure possible, and acknowledged the broader Public Works, Finance, and City Management teams for working to rebuild community trust by delivering visible projects rather than just promises. She further thanked the resident committee supporting the bond measure for their early work, preparation, and commitment to helping passage of the measure by the community.

7. City Manager Hileman echoed appreciation for Nick Kimball and City staff, noting that the city is "in a whole different place" compared to a year earlier, and stating that the progress on completing audits and strengthening the Finance Department has been essential to allowing the City to seriously address its infrastructure challenges and contemplate a comprehensive bond program.

PUBLIC COMMENT

PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)

There was no public comment.

ADJOURNMENT

On order of the Mayor, the City Council meeting adjourned at 6:11 P.M.

ATTEST:	APPROVED:
Nikima S. Newsome Chief City Clerk	Sheila Rossi Mayor

City Council
Agenda Report

ITEM NO. 16

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Erika Ramirez, Community Development Director

SUBJECT: **CONSIDERATION OF AN ORDINANCE TO AMEND CHAPTER 36 (ZONING) OF THE SOUTH PASADENA MUNICIPAL CODE (SPMC) AND ADOPT A TRANSIT-ORIENTED DEVELOPMENT ALTERNATIVE PLAN PURSUANT TO SENATE BILL 79 (GOVERNMENT CODE SECTIONS 65912.155 ET SEQ.), AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Recommendation

It is recommended that the City Council:

1. Open the Public Hearing;
2. Take public comment;
3. Council discussion and direction, if appropriate; and
4. Continue the Public Hearing to September 16, 2026.

Executive Summary

Senate Bill (SB) 79, the Abundant and Affordable Homes Near Transit Act, became effective on July 1, 2026, and establishes state-mandated development standards for qualifying housing projects located near major transit stops. The City has been evaluating implementation options authorized under SB 79, including delayed effectuation and the preparation of a Transit-Oriented Development (TOD) Alternative Plan that would redistribute residential density from the quarter mile to the half mile area around the Mission Meridian Station area while maintaining the overall housing capacity required under State law. Following the Planning Commission's recommendation, the City Council adopted ordinances delaying the effectuation of SB 79 for qualifying properties and an ad hoc subcommittee is working with staff to develop a recommended TOD Alternative Plan.

The ad hoc subcommittee has begun evaluating potential density distribution scenarios but has not yet completed its review or reached a consensus recommendation. The purpose of this public hearing is to provide the City Council with an update on the ad hoc subcommittee's progress, receive any additional policy direction, and continue the public hearing to September 16, 2026, to allow the ad hoc subcommittee sufficient time to complete its evaluation and present a comprehensive recommendation for Council consideration.

Background

On October 10, 2025, Governor Gavin Newsom signed Senate Bill (SB) 79, a bill known as the “Abundant and Affordable Homes Near Transit Act” into law and thus codifying it under

Government Code §65912.155 through 65912.162, inclusive.

On January 14, 2026, at a Special joint meeting, the City Council and Planning Commission received an overview of SB 79 and City Council directed staff to prepare an ordinance to delay effectuation and exempt certain individual sites in conjunction with a Local Alternative Plan for Planning Commission's recommendation and City Council's consideration.

On March 4, 2026, City Council approved an amendment to the Professional Services Agreement with Moore Iacofano Goltsman Inc., (MIG) to provide data analysis, GIS mapping, and 3D modeling to identify sites that may qualify for temporary SB 79 deferral and exhibits to support development of alternative plan scenarios, including potential redistribution of allowable density within the station area and surrounding corridors.

On May 19, 2026, the Planning Commission adopted PC Resolution No. 26-09 recommending the City Council adopt an Ordinance that will delay effectuation and exclude only individual sites designated as historic on a local register; adopt an Ordinance to adopt a corresponding Transit-Oriented Development Alternative Plan ("TOD Alternative Plan") by amending Article 2 Division 36.240 of Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC), and the Zoning Map; and adopt a Resolution to amend the Downtown Specific Plan to reflect the Transit-Oriented Development Alternative Plan ("TOD Alternative Plan").

On July 1, 2026, SB 79 became effective and on July 2, 2026, Southern California of Governments (SCAG) Regional Council approved SCAG's Mapping Approach and Methodology.

On July 15, 2026, City Council adopted Urgency Ordinance No. 2418 an uncodified Ordinance that will delay effectuation and exclude only individual sites that are zoned Downtown Specific Plan Mixed Use Core and Downtown Specific Plan Mixed Use-50; introduced Ordinance No. 2419 an uncodified Ordinance that will delay effectuation and exclude only individual sites that are zoned Downtown Specific Plan Mixed Use Core and Downtown Specific Plan Mixed Use-50; and introduced Ordinance No. 2414 an uncodified Ordinance that will delay effectuation and exclude only individual sites containing a locally designated historic resource.

On July 15, 2026, staff requested that two members of the council volunteer to work as an ad hoc subcommittee in reviewing the options for and making a recommendation to the Council regarding an Alternative Plan.

On July 30, 2026, the City Council is scheduled to adopt Ordinance No. 2419, an uncodified Ordinance that will delay effectuation and exclude only individual sites that are zoned Downtown Specific Plan Mixed Use Core and Downtown Specific Plan Mixed Use-50; and Ordinance No. 2414, an uncodified Ordinance that will delay effectuation and exclude only individual sites containing a locally designated historic resource.

Analysis

Senate Bill (SB) 79, known as the Abundant and Affordable Homes Near Transit Act, became effective on July 1, 2026, and establishes state-mandated residential density, height, and floor area ratio (FAR) standards for qualifying housing developments located near major transit stops. In South Pasadena, the Metro A Line Station is the City's only qualifying transit stop. Because the City's population is less than 35,000, the legislation applies only to properties within one-quarter mile of the station that are zoned for residential, commercial, or mixed-use

development. Eligible projects may include a commercial component in areas otherwise limited to residential uses, while residential-only projects may be developed on commercially zoned properties. These state standards generally supersede local General Plan and zoning regulations governing residential density, building height, and floor area ratio for qualifying projects.

Within the one-quarter mile Transit-Oriented Development (TOD) area, SB 79 requires local agencies to allow a minimum base density of 100 dwelling units per acre, a residential FAR of 3.0, and a maximum building height of 65 feet. Properties located within 200 feet of the Metro A Line Station are eligible for the statute's "adjacency intensifier," which increases the allowable density to 140 dwelling units per acre, the maximum building height to 85 feet, and the residential FAR to 4.0. The legislation also establishes the new base density for purposes of calculating State Density Bonus, allowing qualifying affordable housing projects to receive additional density bonuses, incentives, concessions, and waivers under State law.

While SB 79 establishes minimum development standards near transit, it also provides local agencies with some flexibility in how those standards are implemented. One implementation option is referred to as "delayed effectuation," which allows qualifying properties meeting specific criteria established in Government Code Section 65912.157 to be temporarily excluded from the state development standards until 2031. Delayed effectuation provides local jurisdictions additional time to evaluate implementation strategies while preventing SB 79 standards from immediately applying to eligible properties. In South Pasadena, qualifying Downtown Specific Plan Mixed Use Core (MUC) and Mixed Use Core-50 (MUC-50) properties are eligible for delayed effectuation because they already permit residential densities of at least 50 percent of the minimum density required by SB 79.

A second implementation option is the preparation of a "Transit-Oriented Development (TOD) Alternative Plan." Rather than applying the state-mandated development standards uniformly throughout the one-quarter mile station area, an Alternative Plan allows the City to redistribute the required residential capacity throughout the TOD area or from the quarter mile area out to the half mile area while maintaining the overall housing capacity required under SB 79. This provides an opportunity to concentrate higher densities in locations that are more appropriate for redevelopment, such as major commercial corridors, while reducing density increases in established residential neighborhoods, preserving qualifying historic resources where permitted by State law, and creating logical transitions between lower-density neighborhoods and more intense mixed-use development.

Since January 2026, the City has been evaluating implementation options through public meetings, technical analysis, and consultation with the California Department of Housing and Community Development (HCD), the Southern California Association of Governments (SCAG), and the City's GIS consultant. On May 19, 2026, following a duly noticed public hearing, the Planning Commission adopted Resolution No. 26-09 recommending that the City Council utilize both implementation tools authorized under SB 79. Specifically, the Commission recommended adoption of an ordinance providing delayed effectuation for qualifying properties and preparation of a TOD Alternative Plan that distributed some of the density from the quarter mile out to the half mile area. Generally the recommendation included minimizing density increases in residential neighborhoods, maintaining existing densities within the Historic Business District where feasible, concentrating additional density along Mission Street, Fair Oaks Avenue, and Housing Opportunity Sites, and temporarily excludes qualifying locally designated historic resources consistent with SB 79. The Commission also

recommended refinements to the proposed density distribution, including using Residential High Density areas as transition areas between lower-density residential neighborhoods and the Mixed Use Core.

On July 15, 2026, the City Council adopted the first implementation step by introducing an ordinance to delay the effectuation of SB 79 for qualifying Downtown Specific Plan Mixed Use Core and Mixed Use Core-50 properties while the City considers development of a TOD Alternative Plan in line with the Council's action on the deferral ordinance. During the same meeting, two members of the City Council volunteered to be on an ad hoc subcommittee to evaluate potential land use and density distribution scenarios and prepare a recommended Alternative Plan for Council consideration. The purpose of the ad hoc subcommittee is to further evaluate how the residential capacity required by SB 79 should be distributed throughout the station area.

The ad hoc subcommittee has begun evaluating potential density distribution scenarios and implementation options; however, it has not yet completed its review or reached a consensus recommendation. The ad hoc subcommittee intends to provide the City Council with a status update and receive additional policy direction before returning with a comprehensive recommendation for the TOD Alternative Plan.

Accordingly, staff recommends continuing the public hearing to a date certain to allow the ad hoc subcommittee sufficient time to complete its evaluation and present a recommended Alternative Plan for City Council consideration. This approach will allow the Council to consider a fully developed recommendation before taking action on the City's long-term implementation strategy for SB 79.

Fiscal Impact
Funding for legal and consultant expenses related to SB 79 implementation have been included in the FY 2026-2027 Adopted Budget and Community Development Work Plan.

Public Notification
A 10-day public notice for this Public Hearing was published in the South Pasadena Review on July 24, 2026. The public was also made aware of the regularly scheduled Public Hearing on July 30, 2026, through its inclusion in the legally publicly noticed agenda, posted physically at City Hall and also on the City’s website.

Environmental Analysis
The recommended action to continue the public hearing is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378 because it does not constitute an action that may result in a direct or reasonably foreseeable indirect physical change in the environment. Additionally, the continuance is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3), the common sense exemption, because it can be seen with certainty that continuing the public hearing to allow additional policy review and development of a recommended Transit-Oriented Development Alternative Plan will not have a significant effect on the environment.

City Council
Agenda Report

ITEM NO. 17

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Derek Elmore, Chief of Police
Shannon Robledo, Police Lieutenant
Davit Ghazaryan, Management Analyst

SUBJECT: **CONSIDERATION FOR FIRST READING OF ORDINANCE NO. 2420, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AMENDING SECTION 19.58 AND 19.64 OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO OVERNIGHT PARKING RESTRICTIONS AND OVERNIGHT PARKING PERMITS ADJUSTING THE OVERNIGHT PARKING RESTRICTION TO 1:00 A.M. TO 6:00 A.M.**

Recommendation

It is recommended that the City Council:

1. Introduce and waive full reading of Ordinance No. 2420, amending Section 19.58 and Section 19.64 of the South Pasadena Municipal Code relating to overnight parking restrictions and overnight parking permits; and
2. Adopt Resolution No. 8024 approving a budget appropriation of $10,000 from the General Fund into the Police Department's Professional Services expenditure account number 101-4010-4011-8170 to update the regulatory signage at major thoroughfares entering the City related to the overnight parking prohibition.

Executive Summary

Staff proposes updates to the City's overnight parking regulations in response to a significant increase in resident complaints about oversized vehicles, abandoned vehicles, and vehicles associated with late-night entertainment venues, restaurants, and bars occupying residential street parking.

The first proposed action will amend the City's Municipal Code to eliminate the existing 30-minute grace period and shift the restricted hours earlier to better align with actual late-night business activity. These adjustments aim to encourage patrons to use available off-street and public parking facilities, thereby restoring residential parking availability for neighborhood residents.

The second proposed action relates to increasing the maximum duration of daily overnight parking permits from three days to seven days. Staff has received requests from residents seeking greater flexibility for circumstances such as home improvement projects, moving activities, and more. Extending the maximum permit duration to seven consecutive days would better accommodate these temporary situations while maintaining the City's ability to regulate

parking and preserve neighborhood parking availability. The proposed amendment modernizes the permit program without changing permit eligibility, fees, or enforcement authority.

Background

The current overnight parking prohibition set forth in Section 19.58(a) of the South Pasadena Municipal Code (SPMC) provides that "[i]t is unlawful for any person to stop, stand or park a motor vehicle on any public street or in any city-owned parking lot for a period of time longer than 30 minutes between the hours of 2:00 a.m. and 6:00 a.m. of any day . . ." unless an all-night parking permit has been issued.

All-night parking permits (daily, monthly, or annual) are issued by the Police Department primarily for residents and their guests and must be displayed on the driver's side windshield. Permits can be obtained 24 hours a day online or during business hours at the Police Department.

SPMC Section 19.64 authorizes the issuance of temporary daily parking permits that exempt qualifying vehicles from the overnight parking restriction. The current provision limits daily permits up to three-day consecutive calendar days. Pursuant to California Vehicle Code Section 22651(k), a vehicle cannot be parked or left standing in the same location for 72 or more consecutive hours.

Analysis

Projected residential growth is expected to increase demand for on-street parking in the coming years. At the same time, recent changes to development requirements mean that new residential developments may provide less off-street parking than in the past. As a result, greater reliance on on-street parking is anticipated, making it appropriate to review and update the City's overnight parking regulations to ensure they remain effective, equitable, and aligned with current and future parking needs.

The South Pasadena Police Department (SPPD) is responsible for enforcing the City's parking regulations and have received an increase in reports and incidents of oversized vehicles, motorhomes, abandoned vehicles, and other vehicles violating the City's overnight parking prohibition. The existing 30-minute grace period has proven difficult to enforce effectively and is being used by private vehicle operators to circumvent the intent of the overnight rules.

Additionally, through SPPD, the City issues overnight parking permits available to verified residents on a daily, monthly, or annual basis. Daily permits are available for up to three (3) consecutive days. While appropriate for many circumstances, staff has found that many legitimate temporary parking needs exceed this timeframe. Residents frequently contact the City requesting extensions, requiring multiple permit transactions for a single temporary event. Examples include:

- Home remodeling or maintenance projects.
- Temporary caregiver services.
- Vehicle breakdowns awaiting repair.
- Residential moves.
- Short-term tenant transitions.

In these situations, the current three-day limit often requires residents to obtain multiple

permits, creating unnecessary administrative work for both applicants and City staff.

Proposed Ordinance
The proposed ordinance would:

- Remove the 30-minute grace period entirely from the overnight parking restriction.
- Advance the restriction start time to 1:00 a.m. from 2:00 a.m. to align with late-night business hours.
- Improve residential parking availability and neighborhood quality of life.
- Support more consistent street sweeping and abandoned-vehicle detection.
- Discourage the parking of oversized vehicles and oversized motorhomes on city streets.

- Align South Pasadena with the neighboring cities of Pasadena, Alhambra, and San Marino, as such cities do not provide a 30-minute grace period and maintain strict overnight parking restrictions without leeway.
- Allow residents to purchase daily parking permits for up to seven (7) consecutive days for legitimate residential and guest use.
- The remaining permit system for residential and guest use will remain unchanged. Annual holiday exemptions (Thanksgiving and Winter Break) would continue unless otherwise directed.

The proposed change to City's restricted overnight parking rules has several practical reasons, including early morning street sweeping, facilitating enforcement of traffic safety as well as keeping streets less crowded at night, especially by non-resident vehicles, and to help emergency service vehicles navigate in residential areas. Overnight rules also give police and parking enforcement a way to identify vehicles that should not be there, including abandoned, stolen, or illegally parked vehicles addressing the City Council's overall goal of improving traffic safety and the quality of life for residents.

The proposed change to the daily parking permit system is intended to improve customer service for residents, reduce administrative processing for repeated permit requests, provide flexibility for common temporary parking needs, and maintain enforcement consistency through a clearly defined maximum duration.

Temporary permits would continue to expire automatically at the end of the approved seven-day period. Staff believes the seven-day limit appropriately balances resident convenience with the City's interest in preventing long-term use of temporary permits as a substitute for permanent parking accommodations.

The proposed ordinance positions the City's overnight parking regulations to better accommodate future growth. With continued residential development and evolving parking requirements that may result in fewer off-street parking spaces, demand for curbside parking is expected to increase. Updating the overnight parking regulations now will help ensure the City has a clear, consistent, and adaptable framework for managing overnight parking as the community grows.

Public Education
If the proposed ordinance is approved, SPPD proposed the following public notification and education strategy to inform residents regarding the change in the overnight parking restriction hours:

- Publicize the adopted ordinance and effective date on the City's official website and social media platforms.
- Distribute a press release to local news media.
- Post informational notices at City Hall, the Police Department, community centers, libraries, and other public facilities.
- Distribute informational flyers and digital materials explaining the revised regulations, enforcement procedures, and effective date.
- Replace or install updated parking signage where currently located with the new overnight parking restriction hours.
- Provide a "grace period" to provide a warning rather than a violation to vehicles with legitimate residential and guest use the may violate the new overnight parking restrictions.

Staff anticipates that these outreach efforts will provide public awareness of the revised overnight parking regulations and minimize confusion during implementation. The combination of traditional media, digital communications, physical signage, and community outreach is intended to maximize public accessibility to information regarding the regulatory changes.

Fiscal Impact
Implementation of the proposed ordinance is estimated to cost approximately $10,000 to update the regulatory signs at major entry thoroughfares with the new overnight parking restriction hours, which can be funded through the Public Work's existing allocation for street signage. No material increase in enforcement costs is anticipated as the Police Department already conducts routine overnight patrols.

Commission Review and Recommendation
The staff report and the proposed ordinance revisions was presented to the Public Safety Commission during the regular meeting on May 26, 2026, and was recommended by the Commissioners to be presented to City Council.

Attachment:
Attachment No. 1 - Ordinance No. 2420

ORDINANCE NO. 2420

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA AMENDING SECTION 19.58 AND SECTION 19.64 OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO OVERNIGHT PARKING RESTRICTIONS AND OVERNIGHT PARKING PERMITS

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 19.58 (Required) of Division 2 (All-Night Parking Permit) of Article III (Stopping, Standing and Parking) of Chapter 19 (Motor Vehicles and Traffic) of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

"19.58 Overnight Parking Prohibited.

(a) It is unlawful for any person to stop, stand or park a motor vehicle on any public street between the hours of 1:00 a.m. and 6:00 a.m. of any day, unless such vehicle displays a valid overnight parking permit issued in accordance with this division.

(b) Overnight parking is prohibited in any city-owned public parking lot, except in accordance with Section 19.55-3."

SECTION 2. Section 19.64 (Term) of Division 2 (All-Night Parking Permit) of Article III (Stopping, Standing and Parking) of Chapter 19 (Motor Vehicles and Traffic) of the South Pasadena Municipal Code is hereby amended to read in its entirety as follows:

"**19.64 Term of Overnight Parking Permits.**

(a) Annual Permit. Upon approval by the chief of police, an annual overnight permit shall be valid for one year after the date the application for the permit was filed.

(b) Monthly Permit. A monthly or multi-month overnight permit shall be valid for the increment purchased, commencing on the date the permit was purchased.

(c) Daily Permit. A daily overnight permit shall be valid for one through seven consecutive day increment for which the permit was purchased."

SECTION 3. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Ordinance shall remain in full force and effect.

SECTION 4. The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law, and this Ordinance shall become effective 30 days following its adoption.

PASSED, APPROVED AND ADOPTED on this 19th day of August 2026.

_____
Sheila Rossi, Mayor

ATTEST:

_____
Nikima Newsome, Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 19th day of August 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Nikima Newsome, Chief City Clerk

City Council
Agenda Report

ITEM NO. 18

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Melissa Snyder, Community Services Director

SUBJECT: **CONSIDERATION OF A POLICY FOR USE OF MEMORANDA OF UNDERSTANDING AND PARTNERSHIP AGREEMENTS FOR THE USE OF CITY FACILITIES, INCLUDING PARKS, PROGRAMS AND PUBLIC SPACES**

Recommendation
It is recommended that the City Council:
1. Review and provide feedback on the proposed Policy for Use of Memoranda of Understanding and Partnership Agreements ("Policy"); and
2. Consider approval of the Policy to provide staff with a consistent framework for evaluating future partnership arrangements with outside organizations.

Executive Summary
The proposed Policy is intended to provide staff with a consistent framework for determining when a formal agreement may be appropriate for outside organizations using City facilities or supporting City parks, programs, and public spaces. The Policy is designed to distinguish routine permit use from more substantial partnerships that may involve recurring access, operational responsibilities, stewardship activities, public benefit considerations, or financial arrangements.

If approved, the Policy would serve as an administrative tool to guide staff in evaluating future organizational partnerships and determining when a Memorandum of Understanding, Partnership Agreement, Lease Agreement, or other formal written agreement may be appropriate.

Background
On February 25, 2026, the City Council met to discuss and establish key priorities and focus areas for the calendar year. One of the key priorities adopted by the City Council was the evaluation of Community Services programs using consistent data and performance measures to improve program evaluation, accountability, and data-informed decision making.

The proposed Policy for Use of Memoranda of Understanding and Partnership Agreements is being presented to City Council in connection with this adopted priority.

Analysis
Outside organizations, such as private businesses, nonprofit organizations, other governmental entities, and community groups, often request to use City facilities or support

City parks, programs, and public spaces. The City currently administers several agreements with outside organizations involving facility use, programming, and other partnership arrangements. A schedule of these existing agreements is included as Attachment No. 1.

To ensure future arrangements are handled consistently and appropriately, staff recommends that the City Council establish a policy with clear criteria for determining when a formal agreement is warranted and which type of agreement should be used. Establishing this framework will support more predictable and transparent decision-making as the City continues to partner with community organizations on facility use and public programming.

As part of the policy development process, staff reviewed examples from other municipalities to better understand how local agencies approach formal agreements with community-based organizations. In general, the research found that cities often rely on standard permits or facility-use processes for routine and short-term use while using formal written agreements when an organization's role includes recurring or priority use, maintenance or stewardship responsibilities, public-benefit considerations, financial arrangements, or other ongoing obligations.

The research also indicated that local agencies commonly evaluate these arrangements on a case-by-case basis, using formal agreements to clarify responsibilities, expectations, and approval authority when the relationship extends beyond ordinary facility use. A summary of the municipal research reviewed by staff is provided as Attachment No. 2.

Based on this research and the City's existing partnership arrangements, staff prepared the proposed Policy for Use of Memoranda of Understanding and Partnership Agreements, included as Attachment No. 3. The proposed Policy is intended to support a consistent and transparent approach to evaluating organizational partnerships involving City facilities, parks, programs, and public spaces. It is also intended to protect the City's legal and financial interests by ensuring that roles, responsibilities, and liability are clearly documented and that organizations seeking to use City resources are treated equitably.

Community organizations may interact with the City in a variety of ways, ranging from occasional facility use to more ongoing arrangements involving recurring access, stewardship activities, maintenance support, fundraising, public-benefit considerations, or other operational responsibilities. The proposed Policy is intended to distinguish routine uses that may be addressed through the City's standard permit or facility-use process from more substantial arrangements that may warrant a Memorandum of Understanding, Partnership Agreement, Lease Agreement, or other formal written agreement.

The proposed Policy identifies general factors for staff to consider when evaluating whether a formal agreement may be appropriate, including:

1. Nature of the proposed use;
2. Frequency and duration of access;
3. Operational responsibilities;
4. Public benefit;
5. Financial considerations;
6. Insurance and risk-management needs; and
7. Anticipated City support or resources.

The Policy also outlines core terms that may be included in a formal agreement, such as the

scope of use, roles and responsibilities, term length, maintenance obligations, insurance requirements, fees or financial contributions, reporting expectations, and termination provisions.

To support consistent implementation of the Policy, staff has also prepared a sample Memorandum of Understanding template, included as Attachment No. 4. The template provides a general framework that may be modified based on the nature and requirements of each proposed partnership. Any agreement developed using the template would remain subject to appropriate administrative, legal, and City Council review, as applicable.

Staff has also prepared a draft notice letter to community organizations, included as Attachment No. 5. The letter may be used to inform organizations of the City's adopted framework and advise them that existing or proposed arrangements may be reviewed to determine whether a permit, Memorandum of Understanding, Partnership Agreement, Lease Agreement, or other written agreement is appropriate.

Overall, the proposed Policy is intended to serve as an administrative tool to assist staff in evaluating future partnership arrangements and documenting relationships that extend beyond standard facility use. City Council consideration of the Policy provides an opportunity to review the proposed framework and determine whether it should be approved for future use.

Fiscal Impact
Approval of the proposed Policy does not, by itself, create a direct fiscal impact. The Policy is administrative in nature and is intended to guide staff in structuring future organizational relationships. Fiscal impacts, if any, would arise later through specific agreements considered under the Policy, including any fee waivers, maintenance contributions, staffing obligations, or facility-related costs associated with individual partnerships.

Commission Review and Recommendation
At its special meeting on July 13, 2026, the Community Services Commission reviewed the proposed Policy. Following its review, the Commission voted 5-0, with two commissioners absent, to recommend that the City Council approve the Policy.

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 - Schedule of Existing Agreements
Attachment 2 - Municipal Research Summary Chart
Attachment No. 3 - Draft Policy for Use of Memoranda of Understanding and Partnership Agreements
Attachment No. 4 - Memorandum of Understanding Sample Template
Attachment No. 5 - Draft Notice Letter to Community Organizations

Schedule of Existing Agreements with Non-Profits/Community-Based Organizations

ORGANIZATION	EXISTING AGREEMENT *(if applicable)*
AYSO Region 214	-
Boy Scouts	License Agreement
Chamber of Commerce	Memoranda of Understanding
Friends of the South Pasadena Library	-
Friends of the South Pasadena Nature Park	-
Girl Scouts	License Agreement
Holy Family	-
Institute of Redesign of Learning	-
Lifeway Church	License Agreement
Oneonta Club	License Agreement
Senior Citizens' Foundation of South Pasadena	-
South Pasadena Amateur Radio Club	-
South Pasadena Beautiful	-
South Pasadena Chinese American Club	-
South Pasadena Community Garden	Sublease Agreement
South Pasadena DUDES	-
South Pasadena Kiwanis Club	-
South Pasadena Little League	-
South Pasadena Preservation Foundation	License Agreement
South Pasadena Rotary Club	-
South Pasadena School District (including affiliated groups)	Joint Use Agreement
South Pasadena Tournament of Roses	-
Sunday AA Group	License Agreement
Vecinos de South Pasadena	-
Women Involved in South Pasadena Political Advocacy (WISPPA)	-

Note: This Schedule is provided for informational and contextual purposes only. It is not intended to be an exhaustive list of all organizations, groups, or entities with which the City works or maintains agreements, partnerships, or other collaborative relationships. The omission of any organization or arrangement should not be interpreted as indicating that no such relationship exists.

Municipal Research Summary Chart

CITY	AGREEMENT USED	RELEVANCE TO PROPOSED POLICY
Santa Clarita	Facility Use Agreement / MOU / Joint Use Agreement	Demonstrates use of formal agreements for organizations with approved recurring use and priority access.
Diamond Bar	Athletic Facility Use Policy and Facilities Use Agreements	Demonstrates use of formal policies for recurrent facility use, with separate agreements used in certain organizational arrangements.
La Verne	Facility Use Agreement	Demonstrates use of a formal agreement for ongoing youth sports field use.
Newport Beach	MOU / field allocation framework	Demonstrates use of formal agreements where organizations have recurring access and defined operational responsibilities.
Sierra Madre	MOU / field allocation framework	Demonstrates use of formal agreements where organizations have recurring access and defined operational responsibilities.

City of South Pasadena, CA
Administrative Policy

Subject: Memoranda of Understanding and Partnership Agreements		AP-014
Effective Date: August 5, 2026	**Responsible Party:** Community Services Department	
Revision Date: N/A	**Approved by:** City Council	**Approval Date:** August 5, 2026

I. SCOPE

Applicable to all City departments and offices under the authority of the City Manager. This policy governs the evaluation, development, approval, and administration of Memoranda of Understanding ("MOU"), Partnership Agreements, Lease Agreements, and other formal written arrangements with nonprofit organizations, youth sports organizations, friends groups, school-affiliated organizations, governmental entities, private businesses, and other community-based entities using City facilities or supporting City parks, recreation programs, or public spaces.

II. POLICY STATEMENT

The City may require a formal written agreement when an organization's relationship with the City extends beyond ordinary short-term facility reservation or permit use.

A formal agreement should be used whenever the organization is receiving priority access, reduced-fee or no-fee use tied to public benefit, or is undertaking responsibilities related to maintenance, equipment, fundraising, volunteer coordination, programming, operations, or stewardship of City property.

Routine, short-term, and occasional uses may continue to be administered through the City's standard permit or reservation process when that process adequately protects the City's interests.

III. REASON FOR THE POLICY

The purpose of this policy is to establish consistent criteria for when the City of South Pasadena should require a Memorandum of Understanding ("MOU"), Lease Agreement, or other formal written partnership agreement with a nonprofit, youth sports organization, friends group, school-affiliated organization, or other community-based entity using City facilities or supporting City parks, recreation programs, or public spaces.

This policy is intended to:

- Promote transparency, consistency, and fairness in City partnerships;
- Protect City assets and reduce operational and liability risk;
- Clarify roles, responsibilities, and performance expectations;

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- Ensure public benefit where reduced-fee, no-fee, or priority use is provided; and
- Distinguish routine permit use from partnerships requiring a more formal agreement.

IV. DEFINITIONS

For the purposes of this Policy, these terms are defined as follows:

A. Formal Agreement: An MOU, Partnership Agreement, Lease Agreement, or other City-approved written instrument that establishes the rights, responsibilities, obligations, and approval terms of a relationship between the City and an outside organization.

B. Memorandum of Understanding (MOU): A written agreement documenting a cooperative relationship, shared responsibilities, or mutual understandings between the City and another entity.

C. Organization: A nonprofit organization, youth sports organization, friends group, school-affiliated organization, governmental entity, private business, or other community-based entity seeking to use City property or participate in a City partnership.

D. Partnership Agreement: A formal written agreement documenting an exchange of benefits, services, resources, or responsibilities between the City and an organization.

E. Priority or Recurring Use: Seasonal, year-round, repeated, dedicated, or preferential access to a City field, park, building, facility, program, or public space.

F. Public Benefit: A documented benefit to South Pasadena residents or the community, including programming, youth access, maintenance support, stewardship, volunteer service, equipment contributions, or other services that advance City goals.

G. Routine Permit Use: One-time, short-term, or occasional use administered through the City's standard facility reservation, permit, or special event process without ongoing partnership obligations.

V. EXCEPTIONS AND AMENDMENTS

The City Manager, or designee, may approve an administrative exception when warranted by extraordinary circumstances or operational requirements, provided the exception is consistent with applicable law and does not bypass any required City Council approval. Material amendments to this policy shall be presented to the City Council for approval.

VI. POLICY

A. When a Formal Agreement Is Required

A Department shall require an MOU, Lease Agreement, or other City-approved written agreement when any of the following conditions apply:

1. Priority or Recurring Use

a. The organization is requesting recurring seasonal or year-round use of a City field, park, building, or other facility.
b. The organization is requesting priority scheduling, dedicated use periods, or preferential access over other users.
c. The organization's use is substantial enough that it affects the City's ability to allocate access equitably to other users.

2. Exchange of Benefits or Services

a. The City is providing reduced-fee, no-fee, or otherwise subsidized use in exchange for community benefit.
b. The organization will provide field preparation, maintenance support, beautification, equipment purchase, capital improvements, volunteer labor, or program support in return for facility use.
c. The organization will provide services that offset City costs or enhance City operations.

3. Operational or Stewardship Responsibilities

a. The organization will coordinate volunteers on City property on a recurring basis.
b. The organization will store equipment or materials on City property.
c. The organization will assist with routine upkeep, habitat restoration, stewardship, or improvement of a specific City-owned site.
d. The organization will operate concessions, clinics, tournaments, camps, or other recurring activities beyond ordinary permitted use.

4. Fundraising or Financial Activity

a. The organization will raise funds specifically for improvements, programming, or maintenance related to City facilities or parks.
b. The organization will collect fees, donations, sponsorships, or concession revenues in connection with City property or City-authorized use.
c. The organization seeks formal recognition as a City partner or steward for a park, field, or public facility.

5. Risk, Safety, or Compliance Considerations

a. The activity involves minors, coaches, volunteers, or staff working with youth.
b. The proposed use involves elevated risk, specialized equipment, tournaments, amplified activity, food service, or large-scale public access.

c. The City determines that written risk allocation, insurance, indemnification, supervision, or code-of-conduct terms are necessary.

B. When a Standard Permit May Be Sufficient

A standard permit or reservation process may be used instead of an MOU or other formal agreement when:

1. The use is one-time, short-term, or occasional;
2. The organization is not receiving priority or recurring access;
3. There is no exchange of services, maintenance, stewardship, or equipment in return for use;
4. The organization is not collecting donations, fees, or revenue in connection with City property or City-authorized use;
5. The use does not involve unusual risk or operational complexity; and
6. The City determines that the standard permit process adequately protects the City's interests.

C. Minimum Required Terms in a Formal Agreement

All formal agreements under this policy should include, as applicable:

1. Parties and Purpose. Identification of the City department and organization, and a concise statement of the agreement's purpose.

2. Term and Renewal. Effective date, expiration date, renewal options, and review schedule.

3. Facility or Site Description. Specific fields, rooms, parks, or areas covered by the agreement, including dates, seasons, or hours of use where applicable.

4. Use Rights and Limitations. Whether use is priority, recurring, nonexclusive, or exclusive for certain windows; prohibited uses; and City override rights for maintenance, emergencies, or municipal purposes.

5. Roles and Responsibilities. Clear allocation of City and organization duties, including maintenance, setup, cleanup, field prep, volunteer management, stewardship tasks, storage, and equipment responsibilities.

6. Public Benefit and Consideration. Description of the benefit the City receives in exchange for any reduced or no-fee use, including services, maintenance support, community programming, youth access, stewardship, or equipment contributions.

7. Fees, Costs, and Financial Terms. Applicable fees, deposits, reimbursement obligations, utility or staffing costs, and any in-kind support or cost-sharing arrangement.

8. Insurance and Indemnification. Required insurance coverages, additional insured requirements, endorsement requirements, hold harmless and defense language, and any youth-protection coverage requirements deemed necessary by the City.

9. Compliance Requirements. Compliance with municipal code, facility rules, safety standards, background check requirements where applicable, permit conditions, accessibility obligations, and any applicable federal, state, or local laws.

10. Fundraising, Donations, and Recognition. If applicable, limits and approval procedures for fundraising, sponsorships, donor recognition, signage, or acceptance of equipment and improvements.

11. Reporting and Documentation. Participant data, resident benefit information, volunteer hours, proof of services provided, maintenance logs, financial summaries where applicable, and annual review requirements.

12. Inspection and Oversight. City right to inspect sites, review compliance, and require corrective action.

13. Default, Suspension, and Termination. Grounds for suspension or termination, notice and cure provisions, and immediate termination rights for safety, insurance, or legal noncompliance.

14. No Property Right Created. Statement that the agreement does not create a leasehold or vested right unless expressly approved by the City in another form.

15. Approval as to Form and Authority. Required City Attorney review and appropriate approval authority under municipal code and administrative policy.

D. Review Factors

In determining whether to enter into a formal agreement, the City should consider:

1. Whether the organization's mission aligns with City goals;
2. Demonstrated benefit to South Pasadena residents;
3. Effect on equitable public access to City facilities;

4. Staff capacity to administer and monitor the arrangement;
5. Cost recovery implications;
6. Liability and operational risk;
7. Whether the organization is in good standing and adequately insured;
8. Whether the proposed arrangement is sustainable and measurable; and
9. Whether a permit, rather than an MOU, would adequately protect the City's interests.

E. Approval Authority

All agreements under this policy shall be routed through the applicable Department, Commission, and the City Attorney for review as to form. As needed, agreements may also be routed to Finance, Risk Management, or other Departments based on the subject matter of the proposed arrangement. Approval authority shall be determined based on the nature of the agreement, its term, and any fiscal, operational, or real property implications.

City Council approval shall be required for any agreement that includes, authorizes, or contemplates:

1. Donations or fundraising for City facilities, programs, or improvements;
2. The collection, retention, or use of fees, sponsorships, concession revenue, or other monetary consideration;
3. Waiver, reduction, or subsidy of City fees or charges;
4. Reimbursement obligations, cost-sharing provisions, or other fiscal commitments by the City;
5. Capital improvements, equipment installation, or other material improvements to City property;
6. Exclusive or priority rights that exceed routine facility permitting; or
7. Any matter otherwise requiring City Council approval under applicable law or City policy.

Agreements that are operational in nature and do not include the items identified above may be approved administratively, as authorized by City policy.

F. Periodic Review

Departments shall periodically review active agreements to confirm continued public benefit, compliance, and alignment with City operational needs. Agreements should be reviewed at minimum every two to three years, or more frequently if warranted by risk, performance concerns, or changing facility demands.

VII. POLICY ACKNOWLEDGEMENT

Individual employee acknowledgement is not required. Department heads and designated staff responsible for facility use, organizational partnerships, or agreement administration shall be familiar with and implement this policy.

VIII. ROLES AND RESPONSIBILITIES

A. Each department head shall identify arrangements that may require a formal agreement, initiate the applicable review process, administer approved agreements, and enforce compliance with this policy.

B. The Community Services Department shall serve as the responsible department for policy administration, provide guidance to departments and organizations, and coordinate periodic policy review.

C. The City Attorney shall review formal agreements as to form and advise on legal authority, risk allocation, indemnification, and compliance requirements.

D. Finance, Risk Management, Public Works, and other departments shall review proposed agreements when fiscal, insurance, facility, maintenance, operational, or subject-matter considerations fall within their respective responsibilities.

E. The City Manager and City Council shall exercise approval authority as provided in this policy and other applicable laws, regulations, and City policies.

CITY OF SOUTH PASADENA

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SOUTH PASADENA AND [ORGANIZATION NAME]

This Memorandum of Understanding ("MOU") is made and entered into this ___ day of _____, 20___ ("Effective Date"), by and between the City of South Pasadena, a California municipal corporation ("City"), and [Organization Name], a [nonprofit/public agency/community organization/corporation] ("Organization"). The City and Organization may be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City owns, operates, or manages certain public facilities, parks, programs, and public spaces for the benefit of the South Pasadena community.

B. The Organization desires to [use/support/partner with the City regarding] [describe facility, park, program, service, event, or public space].

C. The Parties desire to establish clear roles, responsibilities, expectations, and procedures related to the Organization's use of or support for City facilities, parks, programs, or public spaces.

D. The Parties acknowledge that this MOU is intended to support a public benefit and provide a framework for cooperation, coordination, and accountability.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Purpose**
The purpose of this MOU is to define the terms under which the Organization may [use / support / provide services at / assist with / conduct activities at] [identify facility, park, program, or public space]. This MOU is intended to clarify the scope of use, roles and responsibilities, insurance and indemnification requirements, financial terms, reporting expectations, and other applicable conditions.

2. **Scope of Use or Partnership**
   A. **Authorized Use.** The Organization is authorized to use or support the following City facility, park, program, or public space: [Insert name and description of facility, park, program, or site]

   B. **Approved Activities.** The Organization may conduct the following activities under this MOU: [Insert activities]

C. **Use Limitations.** The Organization's use shall be limited to the activities described in this MOU and any attached exhibits. Any additional use, change in scope, expanded activity, or use by another organization shall require prior written approval from the City.

D. **Nonexclusive Use.** Unless expressly stated otherwise, this MOU does not grant the Organization exclusive use of any City facility, park, program, or public space. The City reserves the right to use, schedule, maintain, repair, close, or otherwise manage City property as needed for municipal purposes, emergencies, maintenance, public safety, or other City operations.

3. Term and Termination

A. **Term.** The term of this MOU shall begin on the Effective Date and shall remain in effect until [insert expiration date], unless terminated earlier in accordance with this MOU.

B. **Renewal.** This MOU may be renewed or extended only upon written approval of the City and Organization. Any renewal may be subject to review of the Organization's performance, compliance with this MOU, continued public benefit, City operational needs, and any applicable City policies.

C. **Termination Without Cause.** Either Party may terminate this MOU for any reason or no reason upon thirty (30) days' written notice to the other Party.

D. **Immediate Suspension or Termination.** The City may immediately suspend or terminate the Organization's use or activities if the City determines that the Organization has failed to comply with insurance requirements, created a safety concern, violated applicable laws or City rules, exceeded the authorized scope of use, or otherwise created a risk to City property, public safety, or City operations.

4. Scheduling and City Approval

A. The Organization shall submit all facility, park, program, or event requests in the manner required by the City, including any applicable permit, reservation, site plan, staffing request, insurance documentation, or other required materials.

B. Requests shall be submitted at least 90 days prior to the proposed activity unless a different timeline is approved by the City.

C. Approval of this MOU does not automatically approve each individual activity, event, or facility use. The City may require separate permits, reservations, approvals, or conditions depending on the nature of the activity.

D. The City reserves the right to deny, modify, or condition any requested use based on availability, staffing capacity, public safety, maintenance needs, conflicting uses, or other operational considerations.

5. Responsibilities of the Organization

A. Conducting all activities in a safe, professional, and lawful manner;

B. Complying with all applicable federal, state, and local laws, City rules, facility regulations, permit conditions, and staff direction;

C. Providing adequate supervision, staffing, volunteers, or representatives during all approved activities;

D. Ensuring that participants, volunteers, contractors, vendors, and invitees comply with applicable City requirements;

E. Performing all setup, breakdown, and cleanup associated with the Organization's activities unless otherwise approved in writing by the City;

F. Promptly reporting any damage, safety concern, incident, injury, or unusual occurrence to the City;

G. Obtaining all required insurance, permits, licenses, approvals, and certifications;

H. Paying all applicable fees, deposits, staffing costs, reimbursement costs, or other charges identified in this MOU or required by the City;

I. Ensuring that no equipment, materials, signage, or other items are stored, installed, or placed on City property without prior written approval from the City; and

J. Providing any reports, records, or documentation required under this MOU.

6. Responsibilities of the City

A. Reviewing requests submitted by the Organization in accordance with applicable City procedures;

B. Providing access to approved City facilities, parks, programs, or public spaces as authorized by this MOU and any applicable permit or reservation;

C. Identifying applicable City requirements, conditions, fees, staffing needs, or operational limitations;

D. Coordinating with the Organization regarding scheduling, facility availability, and site-specific requirements; and

E. Monitoring compliance with this MOU and applicable City policies.

7. Fees, Costs, and Financial Terms

A. **Fees and Charges.** The Organization shall be responsible for all applicable fees, deposits, staffing costs, equipment costs, utility charges, security costs, maintenance costs, or other charges associated with the approved use, unless otherwise approved in writing by the City.

B. **Reduced-Fee or No-Fee Use.** Any reduced-fee, no-fee, or subsidized use shall be identified in this MOU or approved separately by the City Council. Any such use shall be based on the public benefit provided by the Organization and shall not create an ongoing entitlement to future reduced-fee or no-fee use.

C. **Reimbursement.** The Organization shall reimburse the City for costs incurred as a result of the Organization's use, including costs related to damage, additional cleanup, staffing, repairs, or other expenses directly associated with the Organization's activities.

D. **Fundraising, Donations, and Sponsorships.** The Organization shall not solicit donations, collect fees, sell sponsorships, operate concessions, install donor recognition, or conduct fundraising activities related to City property or City-authorized use without prior written approval from the City.

8. Maintenance, Cleanup, and Damage

A. The Organization shall leave all City facilities, parks, programs, and public spaces in the same or better condition than existed prior to use.

B. The Organization shall be responsible for cleanup following each approved activity unless otherwise stated in this MOU.

C. The Organization shall be responsible for any damage to City property caused by the Organization, its officers, employees, agents, volunteers, contractors, vendors, participants, guests, or invitees.

D. The City may perform any required cleanup or repairs and invoice the Organization for associated costs.

9. Equipment, Storage, and Improvements

A. The Organization shall not store equipment or materials on City property without prior written approval from the City.

B. The Organization shall not install, construct, alter, modify, or improve any City facility, park, public space, or equipment without prior written approval from the City.

C. Any approved equipment, materials, or improvements placed on City property shall be subject to City inspection, removal requirements, and any applicable City approval process.

D. Unless otherwise agreed in writing, this MOU does not authorize permanent improvements to City property or create any ownership interest in City property.

10. Public Benefit and Reporting

A. The Organization shall provide the following public benefit as part of this MOU: [Describe public benefit, such as community programming, youth access, volunteer service, maintenance support, stewardship, resident participation, educational programming, or other benefit.]

B. Upon request, the Organization shall provide information to the City regarding the public benefit provided, which may include participant data, South Pasadena resident participation, volunteer hours, services provided, maintenance completed, funds raised, expenditures, or other relevant documentation.

C. The City may review the Organization's performance and continued public benefit as part of any renewal, amendment, or future approval.

11. Insurance

A. The Organization shall maintain insurance coverage in amounts and forms acceptable to the City, including but not limited to general liability insurance in an amount not less than Two Million Dollars ($2,000,000) per occurrence, or such other amount as required by the City based on the nature of the activity.

B. The Organization's insurance shall name the City of South Pasadena, its City Council, officers, officials, employees, agents, and volunteers as additional insureds.

C. The Organization's insurance shall be primary and noncontributory to any insurance or self-insurance maintained by the City.

D. The Organization shall provide certificates of insurance and additional insured endorsements in a form acceptable to the City prior to any use or activity under this MOU.

E. The City may require additional insurance coverage depending on the nature of the activity, including automobile liability, workers' compensation, abuse and molestation coverage, professional liability, liquor liability, or other coverage deemed necessary by the City.

12. Indemnification

A. To the fullest extent permitted by law, the Organization shall indemnify, defend, and hold harmless the City of South Pasadena, its City Council, officers, officials, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, damages, injuries, liabilities, penalties, costs, and expenses, including attorneys' fees and costs, arising out of or related to the Organization's use of City facilities, parks, programs, or public spaces, or the acts or omissions of the Organization, its officers, employees, agents, volunteers, contractors, vendors, participants, guests, or invitees, except to the extent caused by the sole negligence or willful misconduct of the City.

B. This section shall survive the expiration or earlier termination of this MOU.

13. As-Is Condition. The Organization accepts the City facility, park, program area, or public space in its "as-is" condition. The City makes no representations or warranties, express or implied, regarding the condition or suitability of the site for the Organization's intended use. The Organization is responsible for inspecting the site prior to use and notifying the City of any known safety concerns.

14. Compliance with Laws and City Requirements. The Organization shall comply with all applicable federal, state, and local laws, regulations, ordinances, City policies, facility rules, permit conditions, safety requirements, accessibility requirements, and staff direction. The Organization shall be solely responsible for obtaining any permits, licenses, approvals, or authorizations required for its activities unless otherwise agreed in writing.

15. Youth Programs, Volunteers, and Background Checks. If the Organization's activities involve minors, coaches, volunteers, instructors, or youth programming, the Organization shall comply with all applicable laws and City requirements related to youth protection, supervision, background checks, mandated reporting, code of conduct, and volunteer management. The City may require additional documentation prior to approving any youth-related activity.

16. **No Property Right Created.** This MOU does not create a leasehold interest, property right, vested right, exclusive right, or entitlement to use City property. Any use authorized under this MOU is subject to City approval, availability, and compliance with applicable requirements.

17. **Designated Representatives.** Each Party shall designate a representative responsible for coordinating implementation of this MOU.

18. **Notices.** All notices required under this MOU shall be in writing and delivered by personal delivery, overnight delivery, certified U.S. Mail, or email with confirmation of receipt to the following:

    To City: City of South Pasadena
    815 Mission Street
    South Pasadena, CA 91030
    Attention: Community Services Director

    To Organization: [Organization Name]
    [Address]
    [City, State ZIP]
    Attention: [Name / Title]
    Email: [Insert Email]

19. **Assignment.** The Organization shall not assign, transfer, delegate, or subcontract any rights or obligations under this MOU without the prior written consent of the City. Any attempted assignment without City approval shall be void.

20. **Independent Status.** The Organization is an independent entity and not an officer, employee, agent, partner, or joint venturer of the City. Nothing in this MOU shall be construed to create an employment, agency, partnership, or joint venture relationship between the Parties.

21. **Nonliability of Officials and Employees.** No elected or appointed officer, official, employee, agent, or volunteer of the City shall be personally liable to the Organization in the event of any default or breach by the City or for any amount that may become due under this MOU.

22. **No Third-Party Beneficiaries.** This MOU is made solely for the benefit of the Parties. Nothing in this MOU shall be construed to create any right, claim, or cause of action in favor of any third party.

23. **Governing Law and Venue.** This MOU shall be governed by and interpreted in accordance with the laws of the State of California. Venue for any legal action

arising from this MOU shall be in the appropriate court in Los Angeles County, California.

24. **Amendment.** This MOU may be amended only by a written instrument signed by authorized representatives of both Parties. No verbal agreement or informal communication shall modify the terms of this MOU.

25. **Integration.** This MOU, including any attached exhibits, represents the entire agreement between the Parties regarding the subject matter described herein and supersedes all prior negotiations, representations, or agreements, whether written or oral.

26. **Severability.** If any provision of this MOU is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

27. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement.

28. **Exhibits.** The following exhibits are attached and incorporated into this MOU:

Exhibit A: Authorized Facility, Park, Program, or Public Space
Exhibit B: Approved Activities and Schedule
Exhibit C: Fees, Costs, and Public Benefit
Exhibit D: Reporting Requirements
Exhibit E: Maintenance, Storage, or Stewardship Responsibilities (if applicable)

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

CITY OF SOUTH PASADENA

_____
City Manager/Authorized Designee

_____
Date

[ORGANIZATION NAME]

_____
Signature

_____
Name

_____
Title

_____
Date

ATTEST

_____
Nikima Newsome, Chief City Clerk

_____
Date

APPROVED AS TO FORM

_____
Roxanne Diaz, City Attorney

_____
Date

City of SOUTH PASADENA
COMMUNITY SERVICES

Community Services Department
815 Mission Street
South Pasadena, CA 91030
Phone: (626) 403-7380

[Date]

[Organization Name]
[Contact Name]
[Address]
[City, State ZIP]

Subject: City Council Approval of Policy for Use of Memoranda of Understanding and Partnership Agreements

Dear [Contact Name]:
The City of South Pasadena is notifying community organizations that, on [insert meeting date], the City Council approved the Policy for Use of Memoranda of Understanding and Partnership Agreements.

The approved Policy establishes a consistent framework for determining when a Memorandum of Understanding, Lease Agreement, Partnership Agreement, or other formal written agreement may be appropriate for organizations using City facilities or supporting City parks, recreation programs, or public spaces.

The Policy is intended to promote transparency, consistency, and fairness; clarify roles and responsibilities; protect City assets; and distinguish routine permit or reservation use from partnership arrangements that may require a more formal agreement.

This Policy may apply to organizations whose relationship with the City extends beyond ordinary short-term facility reservation or permit use. This may include organizations that receive recurring or priority access to City facilities, reduced-fee or no-fee use tied to public benefit, or that assist with maintenance, stewardship, volunteer coordination, programming, fundraising, equipment, or other operational responsibilities.

The approved Policy does not eliminate the City's standard permit or reservation process. One-time, short-term, or occasional facility uses may continue to be processed through the City's standard permit or reservation process when a formal agreement is not necessary.

Following approval of the Policy, City staff will review existing and future organizational arrangements on a case-by-case basis to determine whether a formal written agreement may be appropriate. If an agreement is needed, staff will coordinate directly with the affected organization to review applicable terms, responsibilities, insurance requirements, fees or financial considerations, reporting expectations, and approval authority.

The City values the contributions of community organizations and their role in supporting local parks, facilities, programs, and public spaces. The purpose of this Policy is to provide a clearer and more consistent process for evaluating these partnerships moving forward.

A copy of the approved Policy is available at [insert link or attachment reference].

Please contact Melissa Snyder at (626) 403-7362 or msnyder@southpasadenaca.gov if you have any questions regarding the approved Policy or how it may apply to your organization.

Sincerely,

Melissa Snyder
Community Services Director

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City Council
Agenda Report

ITEM NO. 19

DATE: August 5, 2026

FROM: Todd Hileman, City Manager

PREPARED BY: Alma Medina, Assistant to the City Manager

SUBJECT: **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 8022 ESTABLISHING A STANDING CITY COUNCIL LEGISLATIVE COMMITTEE AND APPOINTMENT OF COMMITTEE MEMBERS**

Recommendation

It is recommended that the City Council:

1. Adopt Resolution No. 8022, establishing a Standing City Council Legislative Committee; and
2. Confirm the Mayor's appointments of two (2) members of the City Council to the Legislative Committee for the current term.

Executive Summary

In December 2025, the City Council adopted the City's Legislative Advocacy Policy and 2026 Legislative Platform (Resolution No. 7965), establishing the City's official positions on state and federal legislative matters. In July 2026, the City engaged Townsend Public Affairs, Inc. ("Townsend") for state and federal legislative advocacy and grant writing services, and subsequently extended that engagement through June 30, 2027. The City therefore has adopted positions and professional advocacy capacity in place, but no standing City Council body to oversee implementation of the Platform, receive legislative briefings, and provide direction between regularly scheduled City Council meetings. The proposed Resolution will establish a City Council Legislative Committee to oversee the City's legislative platform and make recommendations to the City Council regarding legislative matters as set forth in the Resolution.

Background

On December 17, 2025, the City Council adopted Resolution No. 7965, approving the City of South Pasadena Legislative Advocacy Policy and the 2026 Legislative Platform. The Legislative Advocacy Policy formalized and streamlined the City's legislative advocacy procedures and authorizes City staff to engage in advocacy consistent with Council-adopted positions. The Legislative Platform established the City's official positions on state and federal legislative matters, including financial stability, economic development, water and street infrastructure, housing, land use, local control, operational efficiencies, and emergency preparedness.

On July 2, 2026, the City entered into a Professional Services Agreement with Townsend for State and Federal Legislative Advocacy and Grant Writing Services at an all-inclusive retainer of $7,500 per month, initially structured with a three-month term and a maximum amount of

$22,500. On July 15, 2026, the City Council approved a First Amendment increasing the maximum amount to $90,000 and extending the term through June 30, 2027, allowing the City to remain engaged through the full legislative session and grant funding cycles rather than interrupting advocacy efforts mid-year.

Analysis

Each year, the California Legislature considers roughly 2,000 to 2,500 bills, a substantial number of which directly affect city operations, revenues, and local control. Cities also face regulatory actions by state agencies and administrative bodies, regional decisions by councils of governments and transportation agencies, and statewide ballot measures with significant fiscal consequences. Proactive legislative advocacy allows municipalities to have a voice on pending bills before enactment and provide local perspectives on policy decisions that directly affect residents and budgets. This early engagement can prevent unfavorable outcomes and lead to better-tailored legislation rather than having to react to laws after they're passed.

With adopted positions and a retained advocate now in place, the remaining element is a City Council body to provide guidance to staff. As a small city with limited staff, South Pasadena does not have dedicated personnel assigned to legislative affairs, and legislative matters currently reach the City Council only when an individual bill or measure is placed on a regular agenda. Establishing the Committee would provide a consistent Council-level forum for legislative review and direction between regular meetings.

The California legislative calendar does not align well with a city council meeting schedule. Bills must be introduced by the February deadline, but they are frequently amended in substance as they move through policy and fiscal committees in the spring and summer, and significant amendments are common in the final weeks before the Legislature adjourns its regular session at the end of August. In practice, a bill may be amended and set for a committee vote within a matter of days. A city that can act only when the full City Council next convenes will regularly miss the window in which a position letter or committee testimony would carry weight.

The Legislative Advocacy Policy and 2026 Legislative Platform address part of this problem by authorizing advocacy consistent with positions the City Council has already adopted. They do not, however, resolve every case. Measures regularly arise that fall outside the Platform's enumerated policy areas, that implicate more than one adopted position, or that present questions of degree or strategy the Platform does not answer. In those situations, there is presently no body positioned to evaluate the matter and formulate a recommendation before it reaches the full City Council. Emerging regulatory actions and regional decisions, which are often as consequential as legislation, receive even less structured attention.

There is currently no regular forum in which the City's advocate reports to Council-level decisionmakers. Townsend's tracking reports, funding strategy, and assessments of legislative developments are valuable only to the extent the City acts on them, and acting on them requires a standing audience with the authority to evaluate. A standing committee creates a publicly noticed forum on a predictable cadence, allowing two Councilmembers to develop sustained familiarity with the City's legislative portfolio, and allows the full City Council to act more efficiently when an item reaches its agenda, because the item arrives with a considered recommendation rather than as a first briefing.

Proposed Resolution

The attached proposed Resolution No. 8022 establishes the Standing City Council Legislative Committee ("Committee") and defines its purpose, responsibilities, authority, membership, and meeting requirements. Key provisions are summarized below.

Purpose and Responsibilities (Sections 2 and 3)

The Committee would assist the City Council in evaluating legislative matters affecting the City and in recommending legislative advocacy consistent with City Council priorities. Its responsibilities would include:

- Reviewing pending federal and state legislation, administrative regulations, and ballot measures affecting municipal government;
- Reviewing proposed legislative priorities and recommending updates to the City's Legislative Platform;
- Receiving legislative briefings from City staff, legislative advocates, regional organizations, governmental agencies, and subject matter experts;
- Reviewing quests for City positions on legislation and recommending whether the City should support, oppose, or seek amendments;
- Reviewing emerging legislative and regulatory issues that may significantly affect the City;
- Recommending legislative advocacy priorities to the City Council; and
- Performing other legislative-related duties assigned by the City Council.

Advisory Authority (Section 4)

The Committee would serve solely in an advisory capacity. Unless specifically authorized by prior action of the City Council, the Committee could not establish City policy, direct City staff, authorize the expenditure of City funds, submit legislative position letters on behalf of the City, or otherwise bind the City. This provision preserves the City Council's full authority over the City's legislative positions and leaves the delegations already made in the Legislative Advocacy Policy undisturbed.

Membership (Section 5)

The Committee would consist of two members of the City Council appointed by the Mayor and confirmed by the City Council. Appointments would occur annually following the City's organizational meeting, or at such other time as the City Council determines.

Brown Act Compliance (Section 6)

Because the Committee would be created by formal action of the City Council and would have continuing subject matter jurisdiction, it is a standing committee under Government Code section 54952(b) and is subject to the Ralph M. Brown Act notwithstanding its size. Committee meetings would therefore be open to the public, and agendas would be posted as required by the Brown Act. Section 6 of the Resolution expressly states this requirement, and the Resolution's recitals confirm the City Council's intent that the Committee operate as an advisory committee subject to the Brown Act.

Staff Support (Section 7)

The City Manager would designate appropriate staff to support the Committee and may retain legislative advocacy consultants or subject matter experts to assist it, subject to the City's purchasing policies and any required City Council approval of a contract or appropriation. Staff support would be provided by the City Manager's Office, which currently administers Townsend's agreement.

Reports and Legislative Platform (Sections 8 and 9)
Committee recommendations would be presented to the City Council for consideration at a duly noticed public meeting whenever Council action is required. Section 9 provides that the City Council may adopt and periodically amend the Legislative Platform, and that the Committee shall use the adopted Platform when reviewing legislation and making recommendations. This provision aligns the Committee with the Legislative Advocacy Policy and 2026 Legislative Platform already adopted under Resolution No. 7965, and positions the Committee to lead the annual Platform update.

How the Committee Would Function in Practice
Staff anticipates the following working process, which is consistent with the Resolution, the Legislative Advocacy Policy, and Townsend's scope of services, and would not require additional Council action to implement:

- Townsend will prepare periodic bill tracking and legislative activity reports identifying measures relevant to the City, with an assessment of likely impacts and timing, as contemplated by its scope of services;
- City staff would review those reports with affected departments and flag measures warranting a City position or further analysis;
- Where a measure falls squarely within an adopted Legislative Platform position, the Committee would confirm that the Legislative Advocacy Policy applies and the position letter would be prepared and submitted accordingly; and
- Where a measure falls outside the Platform, implicates competing adopted positions, or otherwise warrants full Council consideration, the Committee would forward a recommendation to the City Council for action at a duly noticed public meeting.

This structure allows routine matters to move quickly within parameters the City Council has already set, while reserving genuinely significant or unsettled questions for the full City Council. It also gives the City's advocate a defined point of contact, which improves the quality and responsiveness of the advocacy the City receives.

Coordination with Townsend Public Affairs
Under its agreement with the City, Townsend develops and implements a legislative strategy reflecting the adopted Legislative Platform; tracks, analyzes, and reports on legislation affecting the City; prepares position letters and testimony consistent with Council-adopted positions; pursues State Budget and federal earmark funding for priority projects; and prepares competitive grant applications. The Committee would work closely with Townsend staff, who would serve as its principal source of legislative intelligence; briefing the Committee on pending measures, advising on the timing and strategic value of a City position, reporting on the progress of funding requests, and assisting with the annual Platform update.

Establishing the Committee increases the return on the City's existing investment in these services. An advocate is most effective when the client agency supplies clear and timely direction, and the City's limited internal staffing is precisely what led it to retain Townsend. Without a designated body to receive briefings between City Council meetings, Townsend's ability to act on the City's behalf remains constrained by the meeting calendar.

Consistency with Practice in Other California Cities
The proposed structure is a well-established model amongst California cities. In each of the examples below, the design is the same one proposed here: a small advisory committee of the

council subject to the Brown Act, a platform adopted by the full council, and a retained advocate working within it.

- Pasadena- Legislative Policy Committee, a standing committee of the City Council codified in the Municipal Code and composed of Councilmembers appointed by the Mayor. It reviews pending legislation and state and federal funding priorities, recommends positions to the full Council, and receives standing briefings from the city's state and federal advocates at its regular meetings, which is the same relationship contemplated here between the Committee and Townsend.
- Long Beach- State Legislation Committee, which holds the city's State Legislative Agenda and to which the City Council refers individual bills for review and recommendation.
- Carlsbad- A two-member Legislative Subcommittee, established by resolution, that meets monthly in publicly noticed session with city staff and the city's legislative consultants.

Establishing the Committee is the final step in a sequence the City Council began in December 2025: the Legislative Advocacy Policy and Platform established the City's positions, the agreement with Townsend provided the capacity to advance them, and the Committee supplies the Council-level mechanism that connects the two. The proposed Resolution is an operational step that allows the City to realize the value of an engagement already underway with Townsend.

Fiscal Impact

Adoption of the proposed Resolution and the appointment of Committee members have no direct fiscal impact. Staff support for the Committee would be provided by the City Manager's Office and absorbed within existing departmental resources and the adopted budget.

Legislative advocacy services are already provided under the City's existing Professional Services Agreement with Townsend, as amended on July 15, 2026, at an all-inclusive retainer of $7,500 per month for a total not-to-exceed amount of $90,000 through June 30, 2027. Support for the Committee falls within the existing scope of services, and sufficient funds are included in the current fiscal year budget. No additional appropriation is required. Any expansion of the scope of services, any new agreement with a consultant or subject matter expert, and any associated appropriation would be brought to the City Council for separate consideration and approval.

Attachment:

Attachment No. 1- Proposed Resolution No. 8022

Attachment No. 2- Resolution No. 7965

RESOLUTION NO. 8022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ESTABLISHING A STANDING CITY COUNCIL LEGISLATIVE COMMITTEE

WHEREAS, the City Council recognizes that actions of the California Legislature, Congress, state and federal administrative agencies, and regional governmental entities frequently affect the City's finances, municipal services, land use authority, transportation, public safety, housing, infrastructure, environmental resources, and the health, safety, and welfare of the South Pasadena community; and

WHEREAS, the City Council desires to strengthen the City's ability to proactively monitor legislation, advocate for municipal interests, and provide timely direction regarding legislative matters; and

WHEREAS, the City Council finds that the establishment of a Standing Legislative Committee will facilitate more efficient review of legislative proposals while preserving the City Council's authority to establish official legislative positions; and

WHEREAS, the City Council intends that the Standing Legislative Committee operate as an advisory committee subject to the Ralph M. Brown Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA HEREBY FINDS, DETERMINES, ORDERS AND RESOLVES AS FOLLOWS:

SECTION 1. Establishment.

The City Council hereby establishes a Legislative Committee ("Committee"), which is a standing committee of the City Council.

SECTION 2. Purpose.

The Committee shall assist the City Council in evaluating legislative matters affecting the City and recommending legislative advocacy consistent with City Council priorities.

SECTION 3. Responsibilities.

The scope and duties of the Committee are as follows:

A. Review pending federal and state legislation, administrative regulations, and ballot measures affecting municipal government.

B. Review proposed legislative priorities and recommend updates to the City's Legislative Platform.

C. Receive legislative briefings from City staff, legislative advocates, regional organizations, governmental agencies, and subject matter experts.

D. Review requests for City positions on legislation and recommend whether the City should support, oppose, or seek amendments to legislation.

E. Review emerging legislative and regulatory issues that may significantly affect the City.

F. Recommend legislative advocacy priorities to the City Council.

G. Perform other legislative-related duties assigned by the City Council.

SECTION 4. Authority.

The Committee shall serves solely in an advisory capacity. Unless specifically authorized by prior action of the City Council, the Committee shall not: (i) establish City policy; (ii) direct City staff; (iii) authorize the expenditure of City funds; (iv) submit legislative position letters on behalf of the City; or (v) otherwise contractually bind the City.

All official legislative positions shall be established by the City Council or pursuant to authority expressly delegated by the City Council through an adopted Legislative Platform or Legislative Advocacy Policy.

SECTION 5. Membership.

The Committee shall consist of two (2) members of the City Council appointed by the Mayor and confirmed by a majority of the City Council. Appointments shall occur annually following the City's organizational meeting or at such other time as determined by the City Council.

SECTION 6. Meetings.

The Committee shall meet as necessary throughout the legislative session. Meetings shall be conducted in accordance with the Ralph M. Brown Act (Government Code section 54950 et seq.). .

SECTION 7. Staff Support.

The City Manager shall designate appropriate staff to support the Committee and may retain legislative advocacy consultants or subject matter experts to assist the Committee, subject to the City’s purchasing policies.

SECTION 8. Reports.

Recommendations of the Committee shall be presented to the City Council for consideration at a regular or special City Council meeting whenever Council action is required.

SECTION 9. Legislative Platform.

The City Council may adopt and periodically amend the City's Legislative Platform to provide policy direction regarding legislative advocacy. The Committee shall utilize the adopted Legislative Platform when reviewing legislation and making recommendations to the City Council.

SECTION 10. Effective Date.

This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED AND ADOPTED this 5th day of August 2026.

_____
Sheila Rossi, Mayor

ATTEST:

_____
Nikima Newsome, Chief City Clerk

APPROVED AS TO FORM:

_____
Roxanne Diaz, City Attorney

I, Nikima Newsome, Chief City Clerk of the City of South Pasadena, do hereby certify the foregoing Resolution No. 8022 was duly passed and adopted by the City Council of the City of South Pasadena, at a regular meeting held on the 5th day of August, 2026, by the following roll call vote:

AYES:
NAYES:
ABSENT:
ABSTAIN:

_____
Nikima Newsome, Chief City Clerk

Attachment No. 2

CITY OF SOUTH PASADENA
RESOLUTION NO. 7965

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AUTHORIZING THE ADOPTION OF THE CITY OF SOUTH PASADENA LEGISLATIVE ADVOCACY POLICY

WHEREAS, the City of South Pasadena ("City") seeks to effectively advocate on behalf of its residents through a formal, streamlined process to meet the speed and frequency of state and federal legislative action; and

WHEREAS, the South Pasadena City Council ("City Council") instructs the City Staff ("Staff") on policy matters; and

WHEREAS, the City Council wishes to adopt the Legislative Advocacy Policy formalizing and streamlining the legislative advocacy procedures; and

WHEREAS, the Legislative Advocacy Policy will include an attachment exhibit of the South Pasadena Legislative Platform; and

WHEREAS, the City Council wishes to authorize City Staff to engage in legislative advocacy in accordance with the South Pasadena Legislative Platform without requiring affirmative City Council approval each time; and

WHEREAS, the Legislative Platform may be updated by City Staff and approved by the City Council on an annual basis; and

WHEREAS, an affirmative vote of a majority of City Council will be necessary to determine the City's official position if the City Council and/or Staff are unclear on the City's position in relation to the Legislative Platform.

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

SECTION 1. The City Council finds that all of the facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. Adopt the Legislative Advocacy Policy (Exhibit "A").

SECTION 3. Approve the City of South Pasadena 2026 Legislative Platform (Exhibit "B").

SECTION 4. Appoints the City Manager, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project; and

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED, APPROVED AND ADOPTED on this 17th day of December, 2025.

Mayor

ATTEST:

Mark Perez, Acting Chief City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 17th day of December, by the following vote:

AYES: Braun, Cacciotti, Ferguson, Primuth, Rossi

NOES: None.

ABSENT: None.

ABSTAINED: None.

Mark Perez, Acting Chief City Clerk

Exhibit A

City of South Pasadena, CA
Policy

Subject: Legislative Advocacy Policy	
Original Date: December 2025	**Developed by:** City Manager Office and City Council
Revision Date:	**Approved by:** City Council (December 17, 2025)

PURPOSE:

To establish guidelines and standards regarding utilizing City resources to provide the City's position on proposed legislation to Federal, State, and Local elected officials. The Legislative Platform identifies the City's broad advocacy positions on issues and legislation. They are short-term in nature, typically speak to current issues, and support the Council and staff on intergovernmental matters. They are a component of the City Council Policies, which provide guidelines for City action in all areas of City business. City business is defined as all matters directly related to service delivery, or otherwise contributing to the City's operational success.

DEFINITIONS:

A. **Legislative Advocacy:**
   a. Writing letters or making phone calls to elected county, state, and federal representatives, including appointed officials and employees of those entities or representatives, or regulatory agencies or county, state and federal departments, in support or opposition of proposed legislation, rule or policy.
   b. Adopting resolutions with the City's position.
B. **Legislative Advocacy Quarterly Summary:** A compilation of the City's legislative advocacy work during the previous quarter.
C. **City Partner:** Organizations and coalitions that the City is a member of, or may or may not choose to join.
D. **Legislative Platform:** A document including the state and federal policy positions of the City, which is evaluated on an annual basis and must be approved by the City Council.

STATEMENT OF POLICY:

Each year the City Manager or designee, shall present a draft Legislative Platform to City Council. Once approved, these positions become the official City advocacy position on pending legislation.

The Legislative Platform is utilized by Councilmembers and staff throughout the year to determine City positions on legislation and intergovernmental issues and minimizes the need for staff to request direction from Council on legislation and issues as they arise. The Legislative Advocacy Policy should not duplicate policies already cited in other Council Policy documents.

Throughout the year, staff monitors and researches pending legislation to identify bills that could significantly impact South Pasadena. Research actions range from web site research to contacting legislative analysts in government offices and city associations. Staff may conduct advocacy should issues arise throughout the year that significantly impact the City, and if Council positions have previously been established by the Legislative Platform.

To consolidate documents, underscore important issues, and focus the City's limited advocacy resources, the Legislative Advocacy Policy includes the City's annual Legislative Platform. Following annual Council approval, the current year's Legislative Platform will provide the substantive basis through City Council and City staff engage in legislative advocacy.

The City Manager, or designee, shall monitor the provisions of the Legislative Platform. Disagreement in interpretation of how proposed legislation either aligns or does not align with the Legislative Platform shall be resolved by the City Council. The City Manager or designee, may institute an administrative policy to implement this policy if necessary. At the time a new Councilmember is seated, the City Manager or designee, should review this policy and the Legislative Platform with him/her. Annually, the City Manager or designee, shall review the resource requirements necessary to support the level of service specified in this policy, and recommend as a part of the proposed budget necessary changes of budget resources.

PROCEDURES:

A. City Council to City Manager or Designee,:

1. A City Council member notifies the City Manager or designee, that a state or federal bill, a rule or policy proposed by a county, state or federal regulatory agency or department, or a proposed ordinance or resolution considered by a county conflicts or aligns with the Legislative Platform.

2. The City Manager or designee, and the relevant City Department Head(s) review the legislation to determine whether immediate action should be taken.
    i. If yes, then the City Manager or designee, will engage in legislative advocacy in accordance with the position stated in the Legislative Platform.
        1. The City Manager or designee, will electronically notify the City Council of the submission of a letter or intent to call the relevant representatives or agencies.
        2. All legislative advocacy will be documented in a Legislative Advocacy Quarterly Summary.

3. If no, or if the City's position is unclear, then the City Manager or designee, will recommend (via electronic notification) the Councilmember request to discuss the legislation, via the City Council agenda process, in order to adopt

a position. If adopted, the vote will also include the next steps to perform legislative advocacy.

B. City Staff to City Manager or Designee,:

1. A City Staff member(s) notifies the City Manager or designee, that a state or federal bill, a rule or policy proposed by a county, state or federal regulatory agency or department, or a proposed ordinance or resolution considered by a county, conflicts or aligns with the Legislative Platform.

2. The City Manager or designee, reviews the legislation to determine whether immediate action should be taken.

    i. If yes, then the City Manager or designee, will engage in legislative advocacy in accordance with the position stated in the Legislative Platform.
        1. The City Manager or designee, will electronically notify the City Council of the submission of a letter or intent to call the relevant representatives or agencies.
        2. All legislative advocacy will be documented in a Legislative Advocacy Quarterly Summary.

    ii. If no, or if the City's position is unclear, the staff member will write a report to discuss during the next possible City Council meeting, and then the City Council will vote to adopt or deny the position. If adopted, the vote will also include the next steps to perform legislative advocacy.

C. City Partners to City Councilmember or City Manager or designee,:

The City of South Pasadena is a member of a number of organizations that monitor legislation including, but not limited to, the San Gabriel Valley Council of Governments, the League of California Cities, the Independent Cities Association, and the California Contract Cities Association. These organizations, as well as other coalitions aligned with the City's legislative priorities, inform Councilmembers and City Staff of opportunities to take formal positions on proposed legislation.

1. A City Partner notifies a City Council member or City Staff member of a state or federal bill, a rule or policy proposed by a county, state or federal regulatory agency or department, or a proposed ordinance or resolution considered by a county, that conflicts or aligns with the Legislative Platform.
2. If the City Council member is contacted by a City Partner, they notify the City Manager or designee, pursuant to the City Council to City Manager or designee, section above.
3. The City Manager or designee, and relevant Department Director(s) review the legislation to determine whether immediate action should be taken.
    a. If yes, then the City Manager or designee, will engage in legislative advocacy in accordance with the position stated in the Legislative Platform.

i. The City Manager or designee, will electronically notify the City Council of the submission of a letter or intent to call the relevant representatives or agencies.
ii. All legislative advocacy will be documented in a Legislative Advocacy Quarterly Summary.

b. If no, or if the City's position is unclear, the staff member will write a report to discuss during the next possible City Council meeting, and then the City Council will vote to adopt or deny the position. If adopted, the vote will also include the next steps to perform legislative advocacy.

D. Councilmember Individual Advocacy:
City Councilmembers may individually advocate on behalf of themselves regarding legislation impacting the City. If a City Councilmember chooses to engage in legislative advocacy on behalf of themselves, then they shall electronically notify the City Manager or designee,.

E. Legislative Advocacy Quarterly Summary:
The City Manager or designee, shall send a "Legislative Advocacy Quarterly Summary" to the City Council at the end of each quarter. The "Legislative Advocacy Quarterly Summary" is a compilation of the legislative advocacy work in the prior 3 months, and may be included in regular quarterly reports by the City Manager or designee,. The Summary will include:

1. A brief description of the letters sent, which includes date and purpose of advocacy.
2. The dates of phone calls with elected representatives and regulatory agencies if applicable.
3. The specific legislation discussed.

LEGISLATIVE PLATFORM

The City of South Pasadena's Legislative Platform will be proposed annually by City Staff and reviewed and approved by the City Council.

The City Council reviews and adopts the Legislative Platform, which forms the basis for legislative advocacy activities engaged in by City Council Members and City Staff.

Exhibit B

City of South Pasadena
Legislative Platform
2026

The primary objective of the Legislative Platform is for the City Council to adopt official City positions on specific legislative issues, including proposed state initiatives, at the start of the legislative session. The legislative platform will streamline the approval process by providing staff clear direction on pertinent issues at the beginning of the legislative session. Individual Councilmember advocacy is governed separately by Council Policy.

The Platform is developed and maintained using the goals and objectives adopted by the City Council, a review of legislative priorities from the League of California Cities, input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legal counsel.

For proposed legislation, either consistent with the City's legislative priorities or consistent with legislative positions the City has taken in the past; City staff shall be authorized to prepare position letters for the Mayor's signature after City Council consideration. Council pre-authorization via adoption of the Platform suffices the "Council consideration" requirement for aligned legislation. Items not addressed in the City's legislative priorities will require further Council direction, and staff will be required to submit a request to Council. Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services.

City departments are encouraged to monitor and be knowledgeable of any legislative issues related to their discipline. However, any requests for the City to take positions on a legislative matter must be directed to the City Manager's Office. City departments may not take positions on legislative issues without City Manager's Office review and approval.

Financial Stability and Financial Accountability

One of the City's highest legislative priorities is restoring and maintaining accurate, transparent, and timely financial reporting and budgeting systems. South Pasadena will advocate for full reimbursement of all state- and federally mandated programs, sustainable local revenue sources, expanded grant access, and financial systems

modernization. The City will oppose unfunded mandates, revenue shifts, and any actions that weaken local fiscal stability or impose new costs without funding.

The City Supports:

- Legislation that provides full reimbursement for all state- and federally mandated programs
- Legislation that strengthens and expands ongoing local revenue sources
- Legislation that increases access to grants for:
  - Financial audits and fiscal recovery
  - ERP and accounting system modernization
  - Technology replacement and cybersecurity
- Legislation that allows reasonable flexibility in the use of restricted funds

The City Opposes:

- Legislation that imposes unfunded or underfunded mandates
- Legislation that reallocates or reduces local sales tax, property tax, gas tax, etc.
- Legislation that preempts local authority over taxes and fees
- Legislation that increases municipal dependence on the State for fiscal stability

Economic Development

The City of South Pasadena supports legislative efforts that strengthen the local economy, attract investment, and support community revitalization.

The City Supports:

- Legislation that preserves or increases Community Development Block Grant (CDBG) funding
- Legislation that enhances business retention and attraction
- Legislation that provides incentives for community investment and revitalization
- Legislation that funds affordable housing production
- Legislation that supports broadband, water, transit, and active transportation infrastructure for economic development

The City Opposes:

- Legislation that imposes unfunded or underfunded mandates
- Legislation that reduces or eliminates CDBG or other core economic development funding

Water Infrastructure

The City of South Pasadena supports legislation that ensures reliable, affordable, and compliant water systems and provides the funding and regulatory flexibility necessary for

long-term sustainability, water quality protection, conservation, and resilience. The City advocates for practical, science-based approaches to water regulation that recognize the fiscal and operational realities of small and mid-sized cities.

The City Supports:

- Legislation that provides funding for water infrastructure, system reliability, water security, and emergency water supply projects
- Legislation that supports water reuse, recycling, conservation, and drought resilience programs
- Legislation that extends or provides reasonable compliance timelines for drinking water Maximum Contaminant Levels (MCLs) when necessary
- Legislation that funds replacement and rehabilitation of aging water mains, reservoirs, and treatment facilities
- Legislation that supports affordable, feasible solutions to meet state and federal water quality and treatment standards

The City Opposes:

- Legislation that imposes unfunded or underfunded mandates
- Legislation that mandates statewide water public-benefit charges, unless collected funds remain within the local community
- Legislation that imposes new water quality or treatment requirements without adequate capital, operational, and maintenance funding
- Legislation that establishes regulatory timelines without providing sufficient technical and financial resources
- Legislation or regulatory actions that exceed state or federal authority or impose duplicative compliance requirements on local agencies
- Legislation that requires significant increases in residential density near transit without providing adequate funding for expanded infrastructure such as water systems, stormwater capacity, streets, and utilities

Street Infrastructure

The City of South Pasadena supports legislation that provides sustained and flexible funding for the preservation, maintenance, and rehabilitation of local streets, sidewalks, and related right-of-way infrastructure. The City advocates for transportation funding structures that prioritize local needs, safety, and long-term system performance.

The City Supports:

- Legislation that provides direct appropriations and grant funding to cities for street, gutter, and sidewalk rehabilitation and maintenance
- Legislation that supports long-term pavement management and preventive maintenance programs

- Legislation that funds complete streets, active transportation, and pedestrian safety improvements
- Legislation that expands eligibility and reduces match requirements for local street and road grants
- Legislation that supports stormwater capture, drainage improvements, and pavement projects that improve roadway resilience

The City Opposes:

- Legislation that imposes unfunded or underfunded mandates
- Legislation that imposes new street or right-of-way maintenance mandates without full funding
- Legislation that shifts regional transportation infrastructure costs disproportionately to local agencies
- Legislation that restricts local discretion over street design, construction sequencing, or maintenance prioritization
- Legislation that reduces or redirects local street and road funding sources
- Legislation that requires significant increases in residential density near transit without providing adequate funding for expanded infrastructure such as streets, utilities, traffic improvements, public safety services, and school impacts

Housing

South Pasadena supports evidence-based solutions to expand housing supply, reduce homelessness, and implement state housing mandates while preserving historic resources and local discretion.

The City Supports:

- Legislation that funds affordable and senior housing development
- Legislation that supports homeless prevention programs, mental health, substance use, and veteran services
- Legislation that provides implementation flexibility under Housing Element and RHNA requirements
- Legislation that facilitates acquisition and reuse of Caltrans surplus properties for housing

The City Opposes:

- Legislation that imposes unfunded or underfunded mandates
- Legislation that eliminates meaningful local land use discretion
- Legislation that imposes housing production mandates without infrastructure funding

- Legislation that mandates transit-oriented upzoning that eliminates meaningful local discretion in determining appropriate density, scale, building massing, or neighborhood compatibility near transit stops
- Legislation that allows multi-family housing by-right in areas zoned for single-family or low-density uses without consideration of local planning documents, infrastructure capacity, public safety response times, or CEQA environmental constraints.
- Legislation that imposes uniform statewide development standards for transit-adjacent parcels without accounting for local conditions such as historic resources, hillside topography, small-parcel fragmentation, or high fire-risk areas

Land Use & Zoning

The City supports balanced development policies that protect local control while advancing achievable housing and development goals.

The City Supports:

- Legislation that strengthens local zoning and land use authority
- Legislation that increases funding for affordable housing
- Legislation that reforms Housing Element law to provide realistic housing goals and local flexibility
- Legislation that affirms local regulatory authority over cannabis and telecommunications facilities

The City Opposes:

- Legislation that imposes unfunded or underfunded mandates
- Legislation that imposes mandatory development standards in transit-intensive or residential neighborhoods without local discretion
- Legislation that restricts local land use control tied to transportation funding
- Legislation that diminishes local authority over communications infrastructure
- Legislation that preempts local zoning authority by imposing State-mandated minimum densities, heights, setbacks, or by-right entitlements within fixed distances of transit stops
- Legislation that prevents cities from tailoring zoning and development standards to address unique small-city constraints, historic district protections, and established neighborhood form
- Legislation that restricts a city's ability to apply context-sensitive design standards or objective development standards to ensure compatible development near transit corridors

Local Control & Municipal Authority

South Pasadena affirms its longstanding commitment to preserving local control over municipal affairs, land use, governance, and service delivery. The City supports legislation that strengthens local decision-making while enabling regional collaboration when

appropriate. The City opposes any efforts that erode municipal authority through state or federal preemption, whether enacted through legislation or ballot

The City Supports:

- Legislation that enhances city authority and local control
- Legislation that streamlines municipal operations while preserving local discretion
- Legislation that promotes regional collaboration without eroding local authority

The City Opposes:

- Legislation that imposes unfunded or underfunded mandates
- Legislation that preempts municipal authority through state or federal action
- Legislation that diminishes local zoning, fee-setting, or commission governance authority
- Legislation that overrides a city's adopted General Plan, Specific Plans, Housing Element implementation tools, or locally adopted community-form principles by imposing State-controlled zones near transit stations
- Legislation that imposes one-size-fits-all zoning mandates on charter cities and small jurisdictions without regard to local democratic processes, community planning priorities, or public engagement

Operational Efficiencies

The City of South Pasadena recognizes that effective municipal service delivery depends on strong internal systems, a stable and high-performing workforce, and modern tools for managing projects, performance, and grants. The City will advocate for legislation that strengthens local government operations by improving access to technology, reducing unnecessary administrative burdens, supporting workforce recruitment and retention, and preserving local flexibility in labor relations. These priorities directly support the City's efforts to implement project management systems, establish key performance indicators, enhance grant administration capacity, and maintain a competitive and resilient municipal workforce.

The City Supports:

- Legislation that provides funding for project management, reporting, and tracking systems to improve delivery of capital and operational projects.
- Legislation that expands resources for grant administration staffing, technical assistance, and capacity-building for local agencies
- Legislation that supports development and implementation of performance measurement systems and departmental Key Performance Indicators (KPIs)
- Legislation that funds local government workforce recruitment, retention, training, succession planning, and professional development programs
- Legislation that streamlines state and federal grant compliance, reporting, and reimbursement processes to reduce the administrative burden on cities

- Legislation that preserves reasonable local flexibility in labor negotiations, personnel management, and workforce practices

The City Opposes:

- Legislation that imposes new administrative, reporting, or compliance requirements without corresponding funding
- Legislation that creates disproportionate regulatory or administrative burdens for small and mid-sized cities
- Legislation that restricts local authority over personnel classification, compensation, hiring, discipline, or workforce structure.
- Legislation that mandates costly workforce, labor, or benefit changes without offsetting financial support
- Legislation that expands grant programs with overly complex, duplicative, or unfunded compliance requirements
- Legislation that imposes new ministerial review obligations, accelerated timelines, or ministerial approvals for State-mandated transit-oriented development without providing staffing resources, implementation funding, or technical assistance
- Legislation that results in unfunded or underfunded mandates requiring the redirection of limited municipal staffing away from essential City operations

Emergency Preparedness

Emergency preparedness is essential to protecting the community and ensuring the City's ability to respond to and recover from natural disasters, public health emergencies, infrastructure failures, and other hazards. The City supports legislation that strengthens local emergency operations, enhances public safety communication systems, expands access to preparedness resources, and provides funding for resiliency planning, Emergency Operations Center (EOC) capabilities, and mutual aid coordination. The City opposes unfunded mandates, cost-shifting of emergency responsibilities to local agencies, and legislation that limits the City's ability to implement emergency policies tailored to local conditions.

The City Supports:

- Legislation that provides funding for emergency preparedness planning, disaster response training, community resiliency programs, and public alert and communication systems.
- Legislation that supports local hazard mitigation planning, wildfire prevention, brush and vegetation management, seismic retrofitting programs, and efforts to address climate-driven emergency risks.
- State and federal grant programs that assist local agencies in upgrading Emergency Operations Centers (EOCs), emergency communication platforms, backup power systems, and continuity-of-operations planning.

- Legislation that strengthens mutual aid systems, regional emergency coordination, interoperable communication networks, and resource-sharing among public safety agencies.
- Legislation that supports expansion of CERT programs, public education on emergency preparedness, and support for vulnerable or access-and-functional-needs populations during emergencies.
- Funding for public safety staffing, equipment, and technology that enhances all-hazards preparedness, response, and recovery capabilities.

The City Opposes:

- Legislation that imposes emergency management or public safety mandates without providing adequate funding for staffing, equipment, technology, or compliance.
- Legislation that shifts State or federal emergency response responsibilities, or unfunded disaster-related costs, onto local governments.
- Legislation that restricts or preempts local authority to adopt emergency regulations tailored to community needs, geographic conditions, or local hazard profiles.
- Legislation that creates duplicative or administratively burdensome emergency-preparedness reporting requirements that divert local resources away from operations.
- Legislation that reduces or eliminates State or federal funding sources for emergency preparedness, homeland security, or disaster recovery programs.

PROFESSIONAL SERVICES AGREEMENT
FOR CONSULTANT SERVICES

(City of South Pasadena / TRIO Community Meals)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: **Provide meals in bulk for the South Pasadena Senior Services Catered Nutrition Program.**

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 set forth in Exhibit A, attached and incorporated herein by this reference.

3.2. "Agreement Administrator": The Agreement Administrator for this project is **Sheila Pautsch, Community Services Director.** The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

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

3.4. "Maximum Amount": The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seventy-Seven Thousand Six Hundred and Ten Dollars (**$77,610**).

3.5. "Commencement Date": **July 1, 2023.**

3.6. "Termination Date": **June 30, 2024.**
The Agreement shall be for a twelve-month period; however, the City has the option to renew the Agreement in one-year increments for up to an additional three (3) years depending on the availability of future Community Development Block Grant (CDBG) funding. It is optional on the part of the City to renew the Agreement. The City shall evaluate the TRIO Community Meals' performance on an annual basis and use the evaluation to help determine if a renewal is determined in the City's best interest.

4. TERM

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

5. CONSULTANT'S DUTIES

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

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

5.3. **Budgetary Notification**. Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall

concurrently inform the Agreement Administrator, in writing, of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.

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

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

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

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

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

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

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

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

6. SUBCONTRACTING

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

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

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

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

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the goods and services provided under this Agreement, and Consultant agrees to accept payment in

accordance with the Fee Schedule in full satisfaction for such goods and services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

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

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

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

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

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

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

8. RESERVED PREVAILING WAGES

9. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material ("written products" herein) developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City except as provided by law. Consultant may take and

retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

10. RELATIONSHIP OF PARTIES

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

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

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

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

11. INDEMNIFICATION

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

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

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

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

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

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

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

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

12. INSURANCE

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

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

12.3. Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Provide meals in bulk for the South Pasadena Senior Services Catered Nutrition Program.**

- Documentation of Best's rating acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

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

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

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

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

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

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

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

12.8. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

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

coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.

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

12.12. **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: Sheila Pautsch, Community Services Director, 1102 Oxley Street, South Pasadena, CA 91030.

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

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

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

12.16. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the City. The City may require the Consultant to provide proof of ability to pay losses and related

investigations, claim administration, and defense expenses within retention amounts. Ultimately, City must approve all such amounts prior to execution of this Agreement.

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City	If to Consultant
Arminé Chaparyan, City Manager City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-**** Facsimile: (626) 403-7241	Isabelle Oller, Business Development Director TRIO Community Meals, LLC 100 Valley Drive Pearl, MS 39208 Telephone: (415) 985-5173

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

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

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

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

17. INTERPRETATION OF AGREEMENT

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

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

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

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

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

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

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

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

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

FEDERAL PROVISIONS

During the performance of this Agreement, TRIO Community Meals agrees to comply with the following Federal provisions:

1. AUDIT OR EXAMINATION:
   TRIO Community Meals shall keep all records of funds received from City of South Pasadena and make them accessible for audit or examination for a period of four (4) years after final payments and all pending matters are closed (for a total of 5 years).

2. CONFLICT OF INTEREST:
   TRIO Community Meals agrees any conflict or potential conflict of interest shall be fully disclosed prior to execution of this Agreement and CSI shall comply with all

applicable federal, state, and county laws and regulations governing conflict of interest, in accordance with 24 CFR Part 84. Sec. 84.42.

3. POLTRITICAL ACTIVITY/LOBBYING CERTIFICATION:
   TRIO Community Meals may not conduct any activity, including any payment to any person, officer or employee of any agency or member of Congress in connection with the awarding of any federal contract, grant, or loan, intended to influence legislation, administrative rule-making or the election of candidates for public offices during time compensated for under representation that such activity is being performed as a part of the contract responsibility.

4. COUNTY LOBBY CERTIFICATION
   It is understood each person/entity/firm who applies for a Community Development Commission contract, and as part of process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and; that all persons/entity/firm acting on behalf of the above named firm have and will comply with the County Code, and; any person/entity/firm who seeks from and denied the contract and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

5. SECTION 3 REQUIREMENTS OF HOUSING AND URBAN DEVELOPMENT ACT OF 1968:
   Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq., requires, to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part, by persons residing in the area of project.

6. SECTION 109, TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT of 1974:
   Section 109, Title I of the Housing and Community Development Act of 1974 provides that no person shall, on the ground of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, under any program or activity funded in whole or in part with funds made available under this Title.

7. PROHIBITION OF AGE DISCRIMINATION:

Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual, as provided in Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

8. Executive Order 11246 requires that during the performance of this Agreement, the consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color, or national origin. The Better 4 You Meals will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include, but not limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. TRIO Community Meals agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the TRIO Community Meals setting forth the provisions of this nondiscrimination clause.

9. Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701 et. seq., requires that to the greatest extent feasible, opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

10. Title VI of the Civil Rights Act of 1964 provides that no person shall, on the ground 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.

11. Section 109, Title I of the Housing and Community Development Act of 1974, provides that no person shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.

12. Prohibition against discrimination on the basis of age under the Age Discrimination Act of 1075, or with respect to an otherwise qualified handicapped individual, as provided in /Section 504 of the Rehabilitation Act of 1973, shall also apply to any such program or activity.

13. Interest of TRIO Community Meals and employees. TRIO Community Meals covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project area or any parcels there in or any other interest which would conflict in any manner or degree with the performance of their services hereunder. The Consultant further covenants that in performance of this Agreement, no person having such interest shall be employed.

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

"City"
City of South Pasadena

DocuSigned by:

By: B6E60358A0F24D7...
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 6/26/2023

"Consultant"
Isabelle Oller
TRIO Community Meals

DocuSigned by:

By: John Kirk 21C00EDFA2A941F...
Signature

Printed: John Kirk

Title: President

Date: 6/8/2023

Attest:

DocuSigned by:

By: Mark Perez 8C28A8A8EFB14A7...
Mark Perez
Deputy City Clerk

Date: 6/26/2023

Approved as to form:

DocuSigned by:

By: Roxanne Diaz A7800E5CA8A241F...
Andrew Jared, City Attorney

Date: 6/26/2023

DocuSign Envelope ID: 106AEC76-689E-43F3-BC8A-9A48A1D7BECC

EXHIBIT A

SCOPE OF SERVICES

The following is a summary of the scope of services to be performed by the Caterer. The Caterer shall be permitted to legally and ethically prepare cost effective and quality congregate and homebound meals for City senior citizens.

MANAGEMENT OF MEAL PREPARATION OPERATIONS

1. The Caterer agrees to select, purchase, and prepare food following menus provided by City of South Pasadena Senior Services Division. The Caterer agrees to assure that food-handling (cooking, storage, and packing) methods will maintain quality and safety of foods. Health department inspection scores should be above 90%, however if an inspection falls below 90% a corrective action plan must be submitted within 48 hours to the Community Services Supervisor and if an inspection should fall below an 80% rating, the City of South Pasadena may withhold reimbursement until corrections are made. If this should occur more than three times, it may cause termination of Services Agreement.

2. The Caterer shall be able to prepare daily (Monday through Friday) entrees for South Pasadena Senior Citizens' Center, as well as ensuring meals must arrive at the South Pasadena Senior Citizens' Center by 10:00 a.m.

3. The Caterer will also be responsible for procuring all items, not including coffee and tea, which are necessary for food production and assure ban on expanded polystyrene (EPS) disposable food serve ware is adhered.

4. The Caterer shall supply the following minimum specifications per item, but is not limited to the minimum. The City of South Pasadena adopted Ordinance No. 2305 to ban expanded polystyrene (EPS) disposable food serve ware (i.e. plates, cups, lids, and trays). Acceptable types of containers: any material other than expanded or foam polystyrene, coated paper, uncoated paper, compostable plant fiber, bio-plastics, or compostable material.

   Provided by City of South Pasadena Senior Citizens' Center:

   a. Disposable flatware for special events;

   b. Disposable three compartment plates for special events;

   c. Plastic gloves, disposable aprons, hair nets, and placemats.

   Provided by Caterer:

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a. Disposable compartment trays for daily service;

b. Disposable flatware for daily service;

c. Home delivery three compartment containers with lids (that can be microwaved);

d. Cups and lids 8oz (for fruit or soup);

e. Small plates for dessert;

f. Two-ply napkins.

5. Preparation of food for congregate meals shall be completed by the Caterer within three (3) hours of the agreed upon serving time of 11:45 a.m.

6. The Caterer is to ensure that food is prepared with consideration for sanitation and safety standards.

7. A menu cycle (6, 8 or 10 week) shall be used that is prepared at least every six (6) months, winter and summer menu options, with an option of varied menus with the understanding that special requests will be made for substitutions and/or special events. City of South Pasadena Senior Services Division will provide input with holiday menu select with advance notice.

8. The Caterer is expected to provide birthday cake the last Friday of each month.

9. Two box lunches (Saturday and Sunday) are provided Friday for home delivery clients and option for holidays.

HOLIDAY SCHEDULE

The South Pasadena Senior Citizens' Center observes the following City of South Pasadena holidays:

January	Martin Luther King
February	Presidents' Day
May	Memorial Day
June	Juneteenth
July	Independence Day
September	Labor Day
November	Veterans Day
November	Thanksgiving Day and Following Day
December and January	Christmas Day through New Year's Day

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FOOD DELIVERY

1. The City reserves the right to add or delete meal sites or designate alternate meal locations, as appropriate.

2. The City may change the days and time of delivery and service by giving the Caterer seven (7) days' notice.

3. The City may change the number of meals to be delivered to the meal location by notifying the Caterer by 12:00 p.m. of the day prior to delivery.

4. The City shall deliver/serve the meals no more than thirty (30) minutes prior to or fifteen (15) minutes after the agreed upon serving time.

5. Box lunch delivery time may be as early as one (1) hour prior to servicing time, as long as appropriate holding facilities are available for perishable food items and meals are transported under appropriate packing, heating and cooling temperature requirements.

6. The City reserves the right to require the Caterer to deliver food on all holidays that food service is needed.

7. Foods for congregate meals shall be served within two (2) hours after food preparation has been completed.

DELIVERY SERVICE SPECIFICATIONS

1. Meals are to be delivered in (bulk/individual) pre-packed servings.

2. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or insect infestation. All hot foods should be packaged individually or in bulk containers to ensure a minimum delivery temperature of 140°F. All cold foods must be packaged to ensure a maximum delivery temperature of 40°F. All foods intended to be delivered frozen shall be packaged so as to maintain a hard-frozen state until such food reaches point of delivery.

   Temperature of bulk and home-delivered meals must be taken daily at the end of production/packaging and on delivery at the nutrition site by the Caterer and City. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packaging.

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Daily written documentation of temperature logging monitoring must be kept by Caterer and will be subject to audit by the centralized Dietary Administrative Support Services R.D or nutritionist. The sites shall be assumed correct on shortages unless the caterer proves them wrong. All calls regarding shortages and food replacement will be communicated by the City's office.

3. Meals must be delivered in refrigerated trucks and or approved for bulk insulated containers for hot pack and cold pack. Delivery standards shall comply with applicable local health department regulations.

4. Food and supplies must be packed and handled in a sanitary manner so as to ensure absence of contamination and spillage.

5. The program may require replacement of any cold food which is received on site at above 40°F and any hot food that falls below 140°F.

6. Food shortages and/or spoiled foods which are reported to the Caterer by agreed time of delivery must be replaced or the enclosed deduction schedule will be utilized.

7. Packaging of food for delivery to the sites will be negotiated as mutually acceptable to the City and Caterer. Sites may differ on packaging of some items due to available site equipment and time distance constraints.

8. The Caterer shall be responsible for cleaning and care of equipment returned to his facility each day.

9. The Caterer shall place food in area designated by meal location managers.

10. Food shall be in transport no longer than 60-minutes after packing.

11. Food shall be kept in heat retaining equipment no longer than 60 minutes prior to serving.

12. Each delivery shall be accompanied by a delivery slip, in triplicate, designating number of meals and supplies delivered. Project Director or designated person will sign receipt, if in order, and one copy shall be left the same.

13. Instructions shall be attached to each food product delivered indicating name of meal, location, number of servings, size of serving, and size of utensil to be used in serving.

14. Cake, cornbread, and casserole dishes (i.e. meatloaf, lasagna, tuna noodle casserole), shall be pre-scored by the Caterer for the appropriate number of servings.

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15. The Caterer shall provide home delivered meal containers in an amount not to exceed 35% of the total number of meals ordered.

16. All Caterer delivery equipment shall be removed from the meal location by 12:30 p.m. City is not responsible after this time.

17. Caterer shall provide a back-up delivery system in the event of vehicle breakdown.

18. Electrical items required to be provided herein shall have the UNDERWRITER'S LABORATORY or LOS ANGELES ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and COSHA requirements, where applicable.

19. The Caterer Subcontractor shall comply with all Federal, State, and local health department laws and regulations. Caterer shall provide City with a current copy of the health certificate and any corrected deficiencies with proposal. To ensure that all regulations are followed the Caterer must have a qualified food service manager or part-time registered dietician (20 hours week) or staff who will ensure that meals are prepared in a safe and sanitary condition throughout meal service operation.

ADMINISTRATION OF FOOD PREPARATION STAFF

1. Caterer agrees to comply with all Federal and State labor laws.

2. Caterer shall hire or appoint either a Part-Time a qualified Food Service Manager for the supervision of food services operation within the catering company and/or central kitchen. As well as have a Dietitian accessible to review menus.

3. Caterer will also be responsible for managing any additional staff that are necessary for food production operations.

EXHIBIT B

TRIO Community Meals

HOT BULK MEAL	COST PER MEAL	
Raw Food	$ 2.99	
Condiments	$ 0.08	
PREPARATION	$ 1.00	
TRANSIT	$ 0.75	
SUNDRY ITEMS		
Paper	$ 0.63	
Other	$ 0.10	**TOTAL CATERED COST/MEAL**
OVERHEAD PROFIT	$ 0.05	$ 5.60

BOX OR PICNIC LUNCH	COST PER MEAL	
Raw Food	$ 3.14	
Condiments	$ 0.08	
PREPARATION	$ 1.25	
TRANSIT	$ 0.75	
SUNDRY ITEMS		
Paper	$ 0.27	
Other	$ 0.11	**TOTAL CATERED COST/MEAL**
OVERHEAD PROFIT	$ 0.05	$ 5.65

SUBCONTRACTORS:

1. There are no subcontractors assigned to this agreement.
2. All services will be provided by TRIO Community Meals.

Docusign Envelope ID: 05871BFF-C268-4AB3-B337-C6A6982EE334

CONTRACT APPROVAL COVERSHEET

Project Name: Senior Services Nutrition Program		**Approval Authority** City Manager (<$30,000) ☐ City Council (>$30,000) ☒
Department: Community Services Department/Senior Services Division		
Date: 8/1/2024		**City Council Approval Date:** N/A
Submitted By: Melissa Snyder	**Ext:** X364	**Agenda Item #:** N/A

Contract Approval Routing

	Name	Approval (Initials)	Date
Contracts Coordinator	Melissa Snyder	MS DS	8/1/2024
Department Director	Sheila Pautsch	SP DS	8/1/2024
Finance Director	Scott Miller	SM Initial	8/1/2024
Risk Management	Luis Frausto	TL DS	8/13/2024
City Attorney	Roxanne Diaz	RD Initial	9/4/2024
City Manager	Donald Penman	DEP Initial	9/4/2024
City Clerk	Mark Perez	MP	9/4/2024

Purpose of Contract/Scope of Services

First Amendment to the Professional Services Agreement with TRIO Community Meals for Senior Services Nutrition Program, in the amount of $77,610 for Fiscal Year 2024-2025. The contract will serve for a one-year period with the option to renew the contract up to three additional years (pending sufficient funds from CDBG), for a contract total of four years, ending in 2027.

Document Checklist

Insurance Requirements Met? Yes ☒ No ☐	**Additional/Special Insurance or Bond Required:** Yes ☐ No ☐	**FPPC filing required?** Yes ☐ No ☒

Financials

Contract Amount: $77,610.00	**Contract Term (or Expiration Date):** 6/30/2025

Accounts to Encumber: 260-8023-8180 ($19,104) | 101-8030-8021-8180 ($58,506)

Docusign Envelope ID: 05871BFF-C268-4AB3-B337-C6A6982EE334

FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIO COMMUNITY MEALS

THIS FIRST AMENDMENT is hereby entered into as of June 18, 2024 and is to that Professional Services Agreement by and between the City of South Pasadena ("City") and TRIO Community Meals ("Consultant") ("First Amendment").

RECITALS

WHEREAS, on or about June 26, 2023, the City entered an Agreement with the Consultant, to provide meals in bulk for the South Pasadena Senior Services Catered Nutrition Program; and

WHEREAS, the term of the Agreement is for one year commencing on July 1, 2023 and ending on June 30, 2024;

WHEREAS, the City and the Consultant desire to amend the Agreement to extend the term for an additional year and to amend the approved fee schedule;

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

Section 1. Pursuant to provisions of Section 3.6 of the Agreement, the City desires to renew the Agreement for one additional year. Once renewed, there are two one-year options to renew the Agreement.

Section 2. The termination date set forth in Section 3.6 is hereby amended by changing the termination date therein to "June 30, 2025."

Section 3. The Approved Fee Schedule set forth in Exhibit B of the Agreement is hereby deleted in its entirety and replaced with the fee schedule attached herein as Attachment 1.

Section 4. All other terms, conditions, and provisions of the Agreement, to the extent not modified by this First Amendement, shall remain in full force and effect.

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

"City"
City of South Pasadena

By: Signed by: Donald E. Penman
C9C235A36ABD40C...
Signature

Printed: Donald E. Penman

Title: Interim City Manager

"Consultant"
TRIO Community Meals

By: DocuSigned by: John Kirk
DB78200A0E0A49A...
Signature

Printed: John Kirk

Title: President

Attest:

By: Signed by: Mark Perez
BA951D463FA0445...
Mark Perez, Deputy City Clerk

Approved as to form:

By: DocuSigned by: Roxanne Diaz
A7800E5CA8A241F...
Roxanne Diaz, City Attorney

Docusign Envelope ID: 05871BFF-C268-4AB3-B337-C6A6982EE334

ATTACHMENT 1
APPROVED FEE SCHEDULE

The Approved Fee Schedule effective July 1, 2024 through June 30, 2025 is as follows:

Meal Type	Current Meal Rate	New 2024-2025 Meal Rate
Hot Bulk Meal	$5.60	$5.85
Boxed or Picnic Lunch	$5.65	$5.90

Docusign Envelope ID: 422E25E9-70C4-48C1-BB9B-47C9141A37C7

CONTRACT APPROVAL COVERSHEET

Project Name: Senior Services Nutrition Program		**Approval Authority** City Manager (<$30,000) ☐ City Council (>$30,000) ☒
Department: Community Services Department/Senior Services Division		
Date: 7/29/2025		**City Council Approval Date:** N/A
Submitted By: Katrina Faulmino	**Ext:** X364	**Agenda Item #:** N/A

Contract Approval Routing

	Name	Approval *(Initials)*	Date
Contracts Coordinator	Katrina Faulmino	KF	8/19/2025
Department Director	Lucy Hakobian	LH	8/19/2025
Finance Director	Nick Kimball	NK	8/19/2025
Risk Management	Josette Reina Luken	JRL	8/19/2025
City Attorney	Roxanne Diaz	RD	8/20/2025
City Manager	Todd Hileman	TH	8/20/2025
City Clerk	Mark Perez	MP	8/20/2025

Purpose of Contract/Scope of Services

Second Amendment to the Professional Services Agreement with TRIO Community Meals for Senior Services Nutrition Program, in the amount of $77,610 for Fiscal Year 2025-2026. The contract will serve for a one-year period with the option to renew the contract up to three additional years (pending sufficient funds from CDBG), for a contract total of four years, ending in 2027.

Document Checklist

Insurance Requirements Met? Yes ☒ No ☐	**Additional/Special Insurance or Bond Required:** Yes ☐ No ☐	**FPPC filing required?** Yes ☐ No ☒

Financials

Contract Amount: $77,610.00	**Contract Term (or Expiration Date):** 6/30/2026

Accounts to Encumber: 260-8023-8180 ($17,604) | 101-8030-8021-8180 ($60,006)

Docusign Envelope ID: 422E25E9-70C4-48C1-BB9B-47C9141A37C7

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIO COMMUNITY MEALS

THIS SECOND AMENDMENT is hereby entered into as of July 1, 2025 and is to that Professional Services Agreement by and between the City of South Pasadena ("City") and TRIO Community Meals ("Consultant") ("Second Amendment").

RECITALS

WHEREAS, on or about June 26, 2023, the City entered an Agreement with the Consultant, to provide meals in bulk for the South Pasadena Senior Services Catered Nutrition Program; and

WHEREAS, on or about June 18, 2024, the City entered into Amendment No. 1 to Agreement ("First Amendment"), which renewed the Agreement for one year and approved a new fee schedule; and

WHEREAS, the City and the Consultant desire to amend the Agreement to extend the term for an additional year and to amend the approved fee schedule;

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

Section 1. Pursuant to provisions of Section 3.6 of the Agreement, the City desires to renew the Agreement for one additional year.

Section 2. The termination date set forth in Section 3.6 is hereby amended by changing the termination date therein to "June 30, 2026."

Section 3. The Approved Fee Schedule set forth in the First Amendment of the Agreement is hereby deleted in its entirety and replaced with the fee schedule attached herein as Attachment 1.

Section 4. All other terms, conditions, and provisions of the Agreement as amended by the First Amendment, to the extent not modified by this Second Amendment, shall remain in full force and effect.

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

"City"
City of South Pasadena

By: Signed by: Todd Hileman
Signature

Printed: Todd Hileman

Title: City Manager

"Consultant"
TRIO Community Meals

By: DocuSigned by: John Kirk
DB78206A0E0A49A...
Signature

Printed: John Kirk

Title: President

8/1/2025

Attest:

By: DocuSigned by: Mark Perez
Mark Perez, Acting Chief City Clerk

Approved as to form:

By: DocuSigned by: Roxanne Diaz
Roxanne Diaz, City Attorney

Docusign Envelope ID: 422E25E9-70C4-48C1-BB9B-47C9141A37C7

ATTACHMENT 1
APPROVED FEE SCHEDULE

The Approved Fee Schedule effective July 1, 2025 through June 30, 2026 is as follows:

Meal Type	Current Meal Rate	New 2025-2026 Meal Rate
Hot Bulk Meal	$5.85	$6.08
Boxed or Picnic Lunch	$5.90	$6.13

Docusign Envelope ID: D8C0CB5C-B7DA-8971-8089-F89E26A4FBBB

TRI-PARTY AGREEMENT
REGARDING BARGAINING-UNIT PLACEMENT OF THE CRIME ANALYST CLASSIFICATION

This Tri-Party Agreement Regarding Bargaining-Unit Placement of the Crime Analyst Classification ("Agreement") is entered into by and among the City of South Pasadena ("City"), the Public Service Employees Association ("PSEA"), and the South Pasadena Police Officers' Association ("POA"). The City, PSEA, and POA are collectively referred to as the "Parties."

RECITALS

A. The City Council previously approved the establishment of the Crime Analyst classification and designated the classification as represented by PSEA.

B. The Crime Analyst classification is a newly established classification. As of the effective date of this Agreement, no employee has been appointed to or occupied a position in the classification.

C. The Crime Analyst classification is not currently listed in the Memorandum of Understanding between the City and PSEA.

D. The Crime Analyst classification is assigned to the Police Department and is expected to perform analytical work involving law enforcement data, criminal intelligence, investigative information, and other sensitive Police Department records and operations.

E. After reviewing the classification's duties, departmental placement, supervision, operational responsibilities, and community of interest with other Police Department classifications, the Parties agree that placement of the Crime Analyst classification in the bargaining unit represented by POA is appropriate.

F. The Parties met and discussed the proposed bargaining-unit placement, and PSEA and POA have each voluntarily agreed to the placement of the Crime Analyst classification in the POA bargaining unit.

G. The Parties desire to memorialize their mutual agreement concerning the bargaining-unit placement of the Crime Analyst classification.

NOW, THEREFORE, in consideration of the mutual understandings set forth below, the Parties agree as follows:

1. Bargaining-Unit Placement

Effective upon approval by the City Council, or on August 5, 2026, whichever occurs later, the Crime Analyst classification shall be assigned to the bargaining unit exclusively represented by POA.

2. PSEA Agreement

PSEA agrees that the Crime Analyst classification may be removed from the bargaining unit represented by PSEA and disclaims any representational interest in the classification following the effective date of this Agreement.

Docusign Envelope ID: D8C0CB5C-B7DA-8971-8089-F89E26A4FBBB

3. POA Agreement

POA agrees to accept the Crime Analyst classification into the bargaining unit represented by POA and shall serve as the exclusive representative of employees subsequently appointed to the classification.

4. No Incumbent or Employee Transfer

The Parties acknowledge that the Crime Analyst classification is vacant and has never been occupied. No employee is being transferred from one bargaining unit to another as a result of this Agreement, and no existing employee's wages, benefits, seniority, representation rights, or other terms and conditions of employment are affected.

5. Applicable Terms and Conditions of Employment

Upon appointment of an employee to the Crime Analyst classification, the wages, hours, benefits, and other terms and conditions of employment applicable to the classification shall be governed by the Memorandum of Understanding between the City and POA, except as otherwise provided by law, City policy, the applicable salary resolution, or a subsequent written agreement between the City and POA.

The City and POA shall meet and confer regarding any negotiable terms and conditions of employment specific to the Crime Analyst classification that are not addressed by the existing POA Memorandum of Understanding.

6. Salary Schedule and Classification Documents

The City shall take the administrative and legislative actions necessary to:

a. designate the Crime Analyst classification as represented by POA;

b. amend or supersede any prior City Council action identifying the classification as represented by PSEA;

c. place the classification on the appropriate POA salary schedule or represented-classification listing; and

d. update the City's classification plan, position allocation documents, and other applicable records.

7. City Council Approval

This Agreement is contingent upon approval by the South Pasadena City Council. The Agreement shall not become effective, and the bargaining-unit designation shall not change, until the City Council has approved the Agreement and any related resolution or personnel action required to implement it.

8. Satisfaction of Bargaining Obligations

The Parties acknowledge that they have had an opportunity to discuss the bargaining-unit placement of the Crime Analyst classification. This Agreement satisfies the Parties' bargaining and consultation obligations concerning the decision to place the classification in the POA bargaining unit.

Nothing in this section waives any obligation to meet and confer regarding separate negotiable impacts or implementation issues that are not expressly addressed by this Agreement.

Docusign Envelope ID: D8C0CB5C-B7DA-8971-8089-F89E26A4FBBB

9. No Precedent

This Agreement is based on the specific facts and circumstances associated with the Crime Analyst classification. It shall not establish a precedent regarding the bargaining-unit placement of any other classification or position.

10. No Admission or Waiver

This Agreement constitutes a voluntary resolution among the Parties and shall not be construed as an admission by any Party that the prior bargaining-unit designation was unlawful, inappropriate, or inconsistent with an applicable memorandum of understanding, rule, regulation, or statute.

Except as expressly provided in this Agreement, the Parties do not waive any rights, positions, or defenses available under the Meyers-Milias-Brown Act, applicable Public Employment Relations Board regulations, the Parties' respective memoranda of understanding, or the City's employer-employee relations rules.

11. Entire Agreement

This Agreement contains the complete understanding of the Parties concerning the bargaining-unit placement of the Crime Analyst classification and supersedes any prior oral or written discussions regarding that specific issue.

Any modification to this Agreement must be in writing and signed by authorized representatives of all Parties.

12. Authority

Each person signing this Agreement represents that the person is authorized to execute the Agreement on behalf of the Party identified below.

13. Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Electronic and scanned signatures shall have the same force and effect as original signatures.

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SIGNATURES

The Parties have executed this Agreement through their authorized representatives as of the dates set forth below.

CITY OF SOUTH PASADENA

Name: Roger Sung

Date: 7/23/2026

Title: Human Resources Director

Signature: Signed by: Roger Sung B40A14A0CBC641F...

PUBLIC SERVICE EMPLOYEES ASSOCIATION

Name: Olivia Radbill

Date: 7/23/2026

Title: Senior Librarian – PSEA President

Signature: Signed by: Olivia Radbill 7BCC545ECAEC460...

SOUTH PASADENA POLICE OFFICERS' ASSOCIATION

Name: Timothy Kim

Date: 7/23/2026

Title: Corporal – POA President

Signature: Signed by: Timothy Kim E99FA3AE73284B7...

CITY COUNCIL APPROVAL

Approved by the South Pasadena City Council on: _____

Resolution or Agenda Item No.: _____