CITY OF SOUTH PASADENA
CITY COUNCIL

AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, NOVEMBER 20, 2024 AT 7:00 PM

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

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

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

Public participation may be made as follows:

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

Meeting may be viewed at:

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

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

PUBLIC COMMENT GUIDELINES

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

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

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

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

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENT

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

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

PRESENTATIONS

3. MAYOR'S STATE OF THE CITY

4. A PRESENTATION FROM THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ON THEIR PROGRAMS, ACCOMPLISHMENTS, AND GOALS FOR THE COMING YEAR

5. PRESENTATION ON UPDATES REGARDING FINANCE DEPARTMENT ACTIVITIES

CHANGES TO THE AGENDA

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

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

7. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $49,694.38; GENERAL CITY WARRANTS IN THE AMOUNT OF $774,003.42; ONLINE PAYMENTS IN THE AMOUNT OF $17,403.99; VOIDS IN THE AMOUNT OF -$300; PAYROLL IN THE AMOUNT OF $826,814.90

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

8. CONSIDERATION TO RECEIVE AND FILE THE MONTHLY INVESTMENT REPORTS FOR APRIL THROUGH OCTOBER 2024

Recommendation
It is recommended that the City Council receive and file the Monthly Investment Reports for April through October 2024.

9. CONSIDERATION OF APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR MARCH 6, 2024, THE SPECIAL JOINT CITY COUNCIL WITH THE FINANCE COMMISSION MEETING MINUTES FOR JUNE 27, 2024, AND THE REGULAR CITY COUNCIL AND HOUSING AUTHORITIY - BOARD OF DIRECTORS MEETING MINUTES FOR NOVEMBER 6, 2024.

Recommendation
It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for March 6, 2024, the Special Joint City Council Meeting with the Finance Commission for June 27, 2024, and the Regular City Council Meeting and Housing Authority - Board of Directors for November 6, 2024.

10. CONSIDERATION OF A RESOLUTION TO ACCEPT THE TERMS AND CONDITIONS FOR A REAP 2.0 GRANT IN THE AMOUNT OF $57,000, APPROVING THE EXECUTION OF AN AGREEMENT TO RECEIVE THE FUNDING FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, AND APPROVE A FUND ALLOCATION AND APPROPRIATION

Recommendation
It is recommended that the Council:
1. Adopt the resolution accepting the terms and conditions of the REAP 2.0 grant in the amount of $57,000 and approving the execution of an agreement to receive the funding from the Southern California Association of Governments; and
2. Allocate and approve an appropriation of $32,000 from General Fund Fund Balance Account Number 101-0000-0000-3200-000 to the Community Development Department Professional Services Account Number 101-7010-7011-8170-000 and establish a revenue fund for receipt of the grant.

11. CONSIDERATION OF APPROVAL OF A PROPOSED THREE-YEAR CONTRACT SERVICES AGREEMENT WITH THE PASADENA POLICE DEPARTMENT FOR JAIL BOOKING AND HOUSING SERVICES OF SOUTH PASADENA POLICE ARRESTEES FOR A TOTAL AMOUNT NOT-TO-EXCEED $83,000 FOR FISCAL YEARS 2024-2025, 2025-2026, AND 2026-2027.

Recommendation

It is recommended that the City Council:

1. Approve the proposed three-year Contract Services Agreement with the Pasadena Police Department for jail booking and housing services of South Pasadena Police arrestees for a total amount not to exceed $83,000 for Fiscal Years 2024-2025, 2025-2026, and 2026-2027 in the form approved by the City Attorney and City Manager.
2. Authorize the City Manager to execute the proposed Contract Services Agreement with the Pasadena Police Department with an option for two additional three-year agreements not to exceed $83,000 per extension term.

12. CONSIDERATION OF APPROVAL OF THE SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR A WATER AND WASTEWATER SERVICE RATES STUDY TO INCREASE THE COMPENSATION TO A NOT TO EXCEED AMOUNT OF $94,300

Recommendation

It is recommended that the City Council consider approval of an amendment of an existing Professional Services Agreement with Raftelis Financial Consultants, Inc. (Raftelis) to conduct a comprehensive rate study for water and wastewater services in the amount of $94,300.

13. CONSIDERATION OF APPROVAL OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING CONSULTING SERVICES, INC. FOR PROJECT MANAGEMENT SERVICES FOR TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM PROJECTS

Recommendation

It is recommended that the City Council consider approval of an amendment of an existing Professional Services Agreement with Engineering Consulting Services, Inc. to provide project management services to support the City's transportation projects in the Capital Improvement Program (CIP) in the amount of $75,000.

14. CONSIDERATION OF APPROVAL OF A THREE YEAR AGREEMENT BETWEEN EMS QI PARTNERS AND THE CITY OF SOUTH PASADENA ON BEHALF OF THE FIRE DEPARTMENT TO PROVIDE CONTINUING EDUCATION AND QUALITY IMPROVEMENT SERVICES IN THE AMOUNT OF $29,988.00 FOR THE FIRST YEAR AND THEREAFTER AN INCREASE OF UP TO FIVE PERCENT FOR THE SECOND AND THIRD YEAR

Recommendation

It is recommended that the City Council:

1. Approve a three-year agreement between EMS QI Partners and the City of South Pasadena on behalf of the Fire Department to provide continuing education and

quality improvement services in the amount of $29,988.00 for the first year and thereafter an increase of up to five percent for the second and third year, in the form negotiated and approved by the City Attorney and City Manager.
2. Authorize the City Manager to execute the agreement and any other documents in support of the agreement.
3. Authorize the Finance Director to amend PO25079 to $8,580.99 to cover the remainder of the current contract with UCLA Center for Prehospital Medicine

15. CONSIDERATION OF APPROVAL OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RCS, LLC., FOR TEMPORARY STAFFING SERVICES, AT A COST OF $192,200 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $286,500

Recommendation

It is recommended that the City Council consider approval of the Second Amendment to the Professional Services Agreement with RCS, LLC, in the amount of $192,200, for continued temporary staffing services, and for a new total not-to-exceed amount of $286,500.

16. CONSIDERATION OF APPROVAL OF THE FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG AND ASSOCIATES, INC., FOR TEMPORARY STAFFING SERVICES, AT A COST OF $163,800, FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $662,800 AND EXTEND THE TERM THROUGH DECEMBER 31, 2025

Recommendation

It is recommended that the City Council consider approval of the Fifth Amendment to the Professional Services Agreement with MV Cheng and Associates, Inc., in the amount of $163,800 for continued temporary staffing services, and for a new total not-to-exceed amount of $662,800 and to amend the termination date to December 31, 2025.

17. CONSIDERATION OF THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $1,000 RECEIVED THROUGH SPONSORSHIPS FOR THE CITY SENIOR EVENTS OF NOVEMBER 20, 2024 AND DECEMBER 17, 2024

Recommendation

It is recommended that the City Council appropriate funds in the amount of $1,000 in the Senior Services Special Event Account and allocate funds in the Miscellaneous Revenue Account for the City Senior Services Thanksgiving Event on November 20, 2024, and Senior Services Holiday Event on December 17, 2024.

18. CONSIDERATION OF APPROVAL OF A DISCRETIONARY FUND REQUEST FROM MAYOR PRO TEM DONOVAN IN THE AMOUNT OF UP TO $2,500 FOR THE PURCHASE OF UNITED STATES FLAGS TO BE DISPLAYED THROUGHOUT THE YEAR FOR FLAG DAY, 4TH OF JULY, AND VETERANS DAY

Recommendation

It is recommended that the City Council: (i) find that the requested allocation of discretionary funds to purchase United States flags to be displayed throughout the year for Flag Day, 4th of July and Veterans Day serves a public purpose benefitting the City, is

free from any conflict of interest that arise from the use of the funds, and that the expenditure is not a gift to any individual, corporation or municipality and is only used to benefit the general public of the City; (ii) and based on such findings approve the requested expenditure of discretionary funds of up to $2,500 for purchase of the United States flags.

ACTION/DISCUSSION

19. CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING AND ADOPTING COMPREHENSIVE MASTER SALARY SCHEDULES IN ACCORDANCE WITH TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS SECTION 570.5 AND THE CALIFORNIA EMPLOYEES' RETIREMENT SYSTEM (CALPERS)

Recommendation

Consider adoption of a resolution, approving the City's Master Salary Schedule in accordance with Title 2 of the California Code of Regulations Section 570.5 (CCR 570.5) and California Public Employees Retirement (CalPERS) regulations for Fiscal Year 2024-25, Fiscal Year 2023-24, and Fiscal Year 2022-23.

20. CONSIDERATION OF A RESOLUTION ESTABLISHING A NEW EMPLOYEE CLASSIFICATION AND JOB DESCRIPTION FOR A BUDGET AND PURCHASING MANAGER; UPDATING THE JOB DESCRIPTION AND SALARY RANGE OF AN EXISTING CLASSIFICATION FROM ACCOUNTING MANAGER TO ACCOUNTING MANAGER-CONTROLLER; ADD TWO NEW POSITIONS, AN ADMINISTRATIVE SECRETARY IN PUBLIC WORKS AND A MANAGEMENT AIDE IN HUMAN RESOURCES; APPROVE THE APPROPRIATION RELATED THERETO; AND ADOPTION OF AN UPDATED MASTER SALARY SCHEDULE

Recommendation

It is recommended that the City Council consider adoption of a Resolution to:

1. Approve and establish the classification specification and job description for Budget and Purchasing Manager; and
2. Approve the addition of one Administrative Secretary position in Public Works; and
3. Approve the addition of one Management Aide position for Human Resources; and
4. Approve the updated job specification and salary range for the Accounting Manager to Accounting Manager-Controller; and
5. Approve the appropriation of the funding from the vacant Assistant to the City Manager position in the City Manager's Office to fund the recommended personnel changes; and
6. Adopt the Updated Master Salary Schedule for Fiscal Years 2024-2025, in accordance with Title 2 of the California Code of Regulations Section 570.5 and the California Employees Retirement System ("CalPERS").

21. CONSIDERATION OF APPROVAL OF TASK ORDERS WITH WILLDAN FOR A COMPREHENSIVE USER FEE STUDY, COST ALLOCATION PLAN, AND DEVELOPMENT IMPACT FEE STUDY

Recommendation

It is recommended that the City Council:

1. Consider approval of a Task Order in the amount of $45,000 in the final form approved by the City Attorney, under an existing Master On-Call Professional Services Agreement with Willdan to conduct a Comprehensive User Fee Study and develop a Cost Allocation Plan to support the City's master fee schedule and funding of internal services; and
2. Consider approval of a Task Order in the amount of $50,000 in the final form approved by the City Attorney, under an existing Master On-Call Professional Services Agreement with Willdan to conduct a Development Impact Fee Study to support funding for City infrastructure capacity improvements.

22. CONSIDERATION OF AN AWARD OF CONTRACT TO GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. FOR THE DEVELOPMENT OF THE LIBRARY/COMMUNITY CENTER COMPREHENSIVE SITE PLAN IN AN AMOUNT NOT TO EXCEED $150,000

Recommendation

It is recommended that the City Council consider:

1. Awarding and approval of a contract to Group 4 Architecture, Research + Planning, Inc. for the development of the Library/Community Center Comprehensive Site Plan in an amount not to exceed $150,000, including the proposed bid amount of $148,600 and a contingency of $1,400, in the final contract form as approved by the City Attorney; and
2. Appropriating $150,000 to the Library/Community Center Comprehensive Site Plan Project from the General Fund 101, replacing the previously appropriated State and Local Fiscal Recovery Funds (SLRF) budget of $150,000, which will be used in another yet to-be-determined capacity.

PUBLIC COMMENT - CONTINUED

23. 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

24. COUNCILMEMBER COMMUNICATIONS

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

25. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

December 4, 2024	Regular City Council Meeting	7:00 P.M.
December 18, 2024	Regular City Council Meeting	7:00 P.M.
January 15, 2024	Regular City Council Meeting	7:00 P.M.
February 5, 2024	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

Regular meetings are live streamed via the internet at: http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on November 20, 2024, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City, website as required by law, on the date listed below.

11/14/2024	/S/
Date	Mark Perez, Deputy City Clerk

City Council Agenda Report

ITEM NO. 4

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Mark Perez, Deputy City Clerk

SUBJECT: **A PRESENTATION FROM THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS ON THEIR PROGRAMS, ACCOMPLISHMENTS, AND GOALS FOR THE COMING YEAR**

Attachment:
Attachment No. 1 - South Pasadena 2024 CC Roadshow



SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

PRESENTED BY:
TURNER LOTT
SENIOR MANAGEMENT ANALYST
STEPH WONG
PRINCIPAL MANAGEMENT ANALYST

2024 Update

LEADERSHIP

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS









Tim Hepburn
President

Ed Reece
1st Vice President

April Verlato
2nd Vice President

Cory Moss
3rd Vice President

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS





SAFE & CLEAN ENVIRONMENTS

Fire Prep SGV
FRESH SGV
Neighborhood Coyote
Regional Broadband
SoCalREN / Energy
ULAR & Water Studies

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS



MOVING US FORWARD

57/60 Confluence Project
Alameda Corridor-East Project
ESGV Sustainable Multimodal Improvement Project
Measure M Subregional Program
Open Streets Program
SGV Regional Bikeshare Program (GoSGV)
SGV Bus Corridor Transit Improvements Project
Vehicle Miles Traveled Model & Tool



Affordable Housing Incubator Program / REAP 1.0
City Homelessness Programs
Housing Navigator & Locator
Housing Linkage Working Group
Pipeline Funding
Revolving Loan Fund
Rapid Housing Development Program
Tiny Home Bridge Housing

A PLACE TO CALL HOME

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS



SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

NEIGHBORS IN NEED



Regional Outreach & Supportive Services
SGV CARE / Mobile Crisis
Village 143
SGV Works

SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS

FY 2023-24 ACCOMPLISHMENTS

Broke Ground on the Montebello Corridor & Turnbull Canyon Road Grade Separation Projects

3 Food Recovery Hubs Opened

1900+ Vulnerable Residents Reached by L.A. CADA & 88 Clients Housed

Revolving Loan Fund Supported 242 Units & 16 Affordable Homeownership Opportunities*

*SGVRHT





SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

CITY OF SOUTH PASADENA

Program & Project Highlights

Open Streets Program

ArroyoFest & Mission to Mission, supported in part by grant funding

Affordable Housing Incubator Program

Technical assistance to support affordable housing on City-owned land

Food Recovery Program

50+ businesses received education and outreach services

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

FY 2024-25 LOOKING AHEAD



Completed SGV Broadband Strategic Plan & SGV Regional Community Wildfire Protection Plan

Begin Implementation of Jump-Start Bus Corridor Improvements Ahead of 2028 Olympics

Award $6 Million in Loan Funds to Support Construction of ~120 Affordable Units*

Use Rapid Housing Development Funds to Permanently House 76 Individuals & Support 67 Interim Housing Units in 3 Cities

*SGVRHT

POLICY COMMITTEE WALL OF FAME (FY24)

SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Executive
April Verlato
Becky Shevlin
Cory Moss
Ed Reece
Jennifer Stark
Jessica Binnquist
Tim Hepburn*
Tim Sandoval

CPCC
Becky Shevlin
Cory Moss
David Torres
Ed Reece
Tim Hepburn*
Tim Sandoval
Hilda Solis
Ruth Low
Sean Dang

City Managers' Steering
Adam Raymond
Armine Chaparyan
Bryan Cook
Chris Constantin
Dan Fox
Dominic Lazzaretto
Dylan Feik
Enrique Zaldivar
Jessica Binnquist*
Josh Nelson
Kevin Kearney
Mark Lazzaretto
Rene Salas
Sergio Gonzalez

EENR / Water
Carlos Goytia
David Fredendall
Jen Guess
Jennifer Stark*
John Ebiner
Julie Carver
Margaret Clark
Michael Allawos
Michael Cacciotti
Michael Flores Jr.
Sandy Costandi
Sergio Jimenez
Stan Liu
Tamala Kelly
Tony Ding
Vinh Truong

Homelessness
Andrew Leon
April Verlato
Becky Shevlin*
Daniella Urbina
Donyielle Holley
H. Manuel Ortiz
Jed Leano
Jody Schulz
John Ebiner
Karen Davis
Manuel Carrillo
Margaret Clark
Michael Cacciotti
Rene Salas
Robert Gonzales
Vanessa Sedano
William Huang

SGVRHT
Adele Andrade Stadler
Alma Martinez
Anne Turner
Becky Shevlin
Emmanuel Estrada
Gary Boyer
Jed Leano*
Patty Cortez
Thomas Wong

Transportation
Adele Andrade-Stadler
Ashley Avery
Cory Moss
Dave Perry
David Liu
Dennis Beckwith
Ed Reece*
Gloria Olmos
Jenny Cristales-Cevallos
Kim Bowman
Larry Spicer
Ryan Serrano
Samuel Kang
Steven Mateer
Tim Sandoval
Tony Ding



Thank you

SGVCOG

Contact us!

SWONG@SGVCOG.ORG
TLOTT@SGVCOG.ORG

City Council Agenda Report

ITEM NO. 7

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: William Castrillon, Budget and Purchasing Manager

SUBJECT: **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $49,694.38; GENERAL CITY WARRANTS IN THE AMOUNT OF $774,003.42; ONLINE PAYMENTS IN THE AMOUNT OF $17,403.99; VOIDS IN THE AMOUNT OF -$300; PAYROLL IN THE AMOUNT OF $826,814.90**

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

Executive Summary
Prepaid Warrants:
Warrant # 320088-320092:**$19,397.99**
Warrant # 320190-320191:**$30,296.39**
ACH: **$0**
Voids: **$0**
General City Warrants
Warrant # 320093-320189: **$543,764.47**
ACH: **$230,238.95**
Voids: $0
Payroll Period Ending 10/31/2024: **$5,519.25**
Payroll Period Ending 11/08/2024: **$821,295.65**
Wire Transfers Out – To (LAIF): **$0**
Wire Transfers In – From (LAIF): **$0**
Wire Transfers (RSA): $0
Wire Transfers Out – To (Acct # 2413): **$0**
Wire Transfers Out – To (Acct # 1936): **$0**
Online Payments: **$17,403.99**
Voids: **-$300**
RSA:$0
Prepaid Warrants: **$0**
General City Warrants: **$0**

Total: $1,667,616.69

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

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

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

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

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

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

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

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

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

Attachment:
Attachment No. 1 - Warrant Summary
Attachment No. 2- Prepaid Warrant List
Attachment No. 3- General Warrants List
Attachment No.4 - Online Payments
Attachment No.5 -Payroll
Attachment No. 6 - Void

City of South Pasadena
Demand/Warrant Register **Date** 11/20/2024

Attachment No. 1

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
General Fund	101	35,421.46	465,725.36
Insurance Fund	103	-	13,671.13
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	11,705.46
SLFRF Fund	206	-	70,000.00
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	-	13,214.17
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	8,819.02
Public, Education & Govt Fund	217	-	-
Clean Air Act Fund	218	-	-
Business Improvement Tax	220	-	-
Gold Line Mitigation Fund	223	-	-
Mission Meridian Public Garage	226	-	-
Housing Authority Fund	228	-	-
State Gas Tax	230	-	8,207.74
County Park Bond Fund	232	-	1,000.00
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	-
Measure H	241	-	-
Prop C Exchange Fund	242	-	-
Bike & Pedestrian Paths	245	-	-
BTA Grants	248	-	-
Golden Street Grant	249	-	-
Capital Growth Fund	255	-	-
CDBG	260	-	-
Asset Forfeiture	270	-	-
Police Grants - State	272	-	-
Homeland Security Grant	274	-	-
Park Impact Fees	275	-	-
Historic Preservation Grant	276	-	-
HSIP Grant	277	-	-
Arroyo Seco Golf Course	295	-	-
Sewer Capital Projects Fund	310	-	-
400 Capital Improvement Program	400	-	138,171.51
Water Fund	500	3,733.33	40,629.28
Water Efficiency Fund	503	-	-
2016 Water Revenue Bonds Fund	505	-	-
SRF Loan - Water	506	-	-
Water & Sewer Impact Fee	510	-	-
Public Financing Authority	550	-	-
Payroll Clearing Fund	700	10,539.59	2,859.75
			-
	Column Totals:	49,694.38	774,003.42

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

City Report Totals:	823,697.80
Payroll Period Ending : 10/31/2024	5,519.25
Payroll Period Ending: 11/08/2024	821,295.65
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	-
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	-
Wire Transfer Out - To Acct. # 1936	-
Online Payments	17,403.99
Voids - General Warrant	(300.00)
Grand Report Total:	**1,667,616.69**

Evelyn G. Zneimer, Mayor

William Castrillon, Budget and Purchasing Manager

Mark Perez, Deputy City Clerk

Accounts Payable

Computer Check Register

User: wcastrillon
Printed: 11/14/2024 - 12:38PM
Batch: 00007.11.2024
Bank Account: AP 2

Check	Vendor No	Vendor Name	Date	Invoice No	amount
320190	CAMERPL	California Metro Patrol & EM	11/20/2024		
				7734	3,905.50
				7776	3,843.83
				7948	2,877.70
				8029	3,288.80
				8260	3,288.80
				8551	3,288.80
				8491	3,288.80
				7603	2,877.70
				7700	3,288.80
		Check 320190 Total:			29,948.73
320191	EEDT3010	Employment Development De	11/20/2024		
				A ID-712157696	347.66
		Check 320191 Total:			347.66
		Report Total:			30,296.39

Accounts Payable

Computer Check Register

User: wcastrillon
Printed: 11/13/2024 - 2:32PM
Batch: 00005.11.2024
Bank Account: AP 2

Check	Vendor No	Vendor Name	Date	Invoice No	amount
320088	BLU7777	California Physicians Service	11/13/2024		
				December 2024	2,006.64
		Check 320088 Total:			2,006.64
320089	COMC2011	Comcate Software, Inc.	11/13/2024		
				8462	3,013.45
		Check 320089 Total:			3,013.45
320090	DEL0771	Delta Dental of California	11/13/2024		
				BE006286125	10,539.59
		Check 320090 Total:			10,539.59
320091	DTV5012	DIRECTV	11/13/2024		
				653046X241029	104.98
		Check 320091 Total:			104.98
320092	UPP7789	Upper San Gabriel Valley MW	11/13/2024		
				2/09-24	93.33
				2024Q4	3,640.00
		Check 320092 Total:			3,733.33
		Report Total:			19,397.99

Accounts Payable

Computer Check Register

User: wcastrillon
Printed: 11/13/2024 - 5:33PM
Batch: 00006.11.2024
Bank Account: AP 2

Check	Vendor No	Vendor Name	Date	Invoice No	amount
320093	ACCOEG	ACCO Engineered Systems, I	11/13/2024		
				20569027	878.58
				20569029	2,053.39
				20570622	1,408.32
				20573355	631.00
				20578830	1,217.75
				20583863	614.15
				20588936	497.80
				20583862	454.00
				20589421	497.80
				20581029	3,211.00
				20585031	16,756.00
				20585030	12,097.00
				20591363	889.95
				20601268	631.00
				20596836	2,214.00
				20593093	16,418.00
				20609653	4,021.00
				20600868	1,385.69
				20597222	1,895.00
				20606586	666.34
				20599650	2,324.00
				20599170	908.00
		Check 320093 Total:			71,669.77
320094	ACMT2920	All City Management Service	11/13/2024		
				96332	11,951.15
		Check 320094 Total:			11,951.15
320095	ALL0197	All Star Fire Equipment, Inc.	11/13/2024		
				259640	375.40
				259688	1,772.82
		Check 320095 Total:			2,148.22
320096	AMDA6710	Jose L. Almeda	11/13/2024		
				10/21/2024	29.61
		Check 320096 Total:			29.61
320097	GALV4011	Griselda Alvarez	11/13/2024		
				10/21-10/25/24	1,544.64
		Check 320097 Total:			1,544.64
320098	SHAN8031	Sheila Anderzunas	11/13/2024		
				78991297	590.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount
		Check 320098 Total:			590.00
320099	EMPI5011	Aramsco, Inc. (Formerly Emp	11/13/2024		
				S6735612.001	828.77
		Check 320099 Total:			828.77
320100	ERCARRYO	Eric Jason Arroyo	11/13/2024		
				3527	1,000.00
		Check 320100 Total:			1,000.00
320101	AKDC9265	Ashok Kumar Dhingra	11/13/2024		
				CSP 2024-02	12,112.40
		Check 320101 Total:			12,112.40
320102	RatPactI	ASM Industrial Corp.	11/13/2024		
				20433	735.00
				20117	125.00
				20425	125.00
				20426	65.00
				20430	125.00
				20431	65.00
				20432	535.00
				20427	150.00
				20112	535.00
				20116	125.00
				20120	65.00
				20119	150.00
				20118	65.00
				20111	735.00
		Check 320102 Total:			3,600.00
320103	ALSBKER	Alison Becker	11/13/2024		
				229259	5,343.23
				10282024	71.32
		Check 320103 Total:			5,414.55
320104	TYBL7000	Tyler Borrello	11/13/2024		
				10/03-10/04/24	37.25
		Check 320104 Total:			37.25
320105	BRTHLF	BrightLife Designs, LLC	11/13/2024		
				1575	25,270.00
		Check 320105 Total:			25,270.00
320106	BRMR8267	BRIT West Soccer	11/13/2024		
				ITWESTOCT24	4,212.00
		Check 320106 Total:			4,212.00
320107	PMAB8021	Pamela Avry Budka	11/13/2024		
				ChairYogaMoOct	176.00
				ChairYogaDIOct	176.00
				MeditationMoOct	96.00
				MeditationDIOct	92.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount
		Check 320107 Total:			540.00
320108	BUR4018	Burro Canyon Shooting Park	11/13/2024		
				3336	60.00
		Check 320108 Total:			60.00
320109	CAL5236	CA Linen Services	11/13/2024		
				2347571	144.69
				2351174	166.93
		Check 320109 Total:			311.62
320110	DACA4011	David Calderon	11/13/2024		
				10/18/2024	40.00
				10/29/2024	45.21
		Check 320110 Total:			85.21
320111	CACO2011	California Consulting, Inc.	11/13/2024		
				7241	7,500.00
		Check 320111 Total:			7,500.00
320112	CLA8011	California Library Associatior	11/13/2024		
				300014738	140.00
		Check 320112 Total:			140.00
320113	CAORGPLS	Californians Organized for Po	11/13/2024		
				1042024	300.00
		Check 320113 Total:			300.00
320114	CAN0607	Cantu Graphics Inc.	11/13/2024		
				61267-5	62.84
				61561-2	1,411.20
				61746-2	165.31
				61918-2	88.09
				61861-2	62.84
				61869-2	374.84
		Check 320114 Total:			2,165.12
320115	CRSC2013	Capital Research & Consultin	11/13/2024		
				3317	3,201.69
		Check 320115 Total:			3,201.69
320116	GBCL4010	Gilbert Carrillo	11/13/2024		
				10/07/24	57.78
		Check 320116 Total:			57.78
320117	CHWCONST	Chawkins Communications C	11/13/2024		
				1089	3,802.50
				1093	2,340.00
				1098	3,705.00
				1106	1,560.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount
		Check 320117 Total:			11,407.50
320118	CINTA3	Cintas Corporation	11/13/2024		
				4208942551	38.14
				4209672963	38.14
				4209672963	97.16
				4209672963	42.36
				4208942551	27.97
				4208942551	38.17
				4209672963	27.97
				4209672963	37.02
				4209672963	38.17
				4209672963	64.56
				4208942551	64.56
				4208942551	37.02
				4208942551	97.16
				4208942551	42.36
		Check 320118 Total:			690.76
320119	CINTAS	Cintas Corporation	11/13/2024		
				5225024965	4.51
				8407078363	7.84
				8407078364	7.88
				5220555110	78.93
				5228950846	14.09
				5220555110	78.93
				5220555110	78.93
				5220555110	78.93
				5220555110	78.94
				5228950846	14.10
				5220555110	78.94
				5220555110	78.93
				5225024965	4.50
				5225024965	4.50
				5225024965	4.51
				5225024965	4.51
				5225024965	4.50
				5228950846	14.10
				5225024965	4.50
				5228950846	14.09
				5228950846	14.09
				5228950846	14.09
				5228950846	14.09
		Check 320119 Total:			698.43
320120	JMCB6710	Jose Manuel Cipres Bravo	11/13/2024		
				10/21/2024	26.00
		Check 320120 Total:			26.00
320121	CTYELCSP	City Electric Supply Company	11/13/2024		
				WB2/488298	93.72
				WB5/068669	843.42
		Check 320121 Total:			937.14
320122	CIAL1021	City of Alhambra	11/13/2024		

Check	Vendor No	Vendor Name	Date	Invoice No	amount
				03322	4,866.62
		Check 320122 Total:			4,866.62
320123	ALPD4010	City of Alhambra Police Depa	11/13/2024		
				South Pasadena	1,118.00
		Check 320123 Total:			1,118.00
320124	CSM8030	City of San Marino	11/13/2024		
				0002846	70,000.00
		Check 320124 Total:			70,000.00
320125	CGUSA	Compass Group USA, Inc.	11/13/2024		
				SOC219028	78.26
				SOC218142	341.34
				SOC220478	49.50
		Check 320125 Total:			469.10
320126	CRMN6010	Core & Main LP	11/13/2024		
				V614464	9,769.09
		Check 320126 Total:			9,769.09
320127	CLAPW101	County of Los Angeles	11/13/2024		
				24081300465	5,936.57
		Check 320127 Total:			5,936.57
320128	CEI6011	Craftwater Engineering, Inc.	11/13/2024		
				24-506-2	10,112.60
				24-506-3	309.21
		Check 320128 Total:			10,421.81
320129	DSP0755	D & S Printing	11/13/2024		
				1101	203.96
		Check 320129 Total:			203.96
320130	DEPC6011	Dewey Services Inc	11/13/2024		
				16934505	1,099.00
		Check 320130 Total:			1,099.00
320131	EME6010	Emergency Svc Restoration Ir	11/13/2024		
				SUB24153	11,217.98
		Check 320131 Total:			11,217.98
320132	EWEM6010	Ewing Irrigation Products, Inc	11/13/2024		
				23782448	127.73
		Check 320132 Total:			127.73
320133	ATFR4011	Anthony Fierro	11/13/2024		
				10/21-10/25/24	1,178.17
		Check 320133 Total:			1,178.17

Check	Vendor No	Vendor Name	Date	Invoice No	amount
320134	FRFO7101	Freedom Forever LLC	11/13/2024		
				2348-2349	238.46
		Check 320134 Total:			238.46
320135	FUNEXPRS	Fun Express, LLC	11/13/2024		
				73334808801	864.91
				73343396701	60.49
		Check 320135 Total:			925.40
320136	GAL7788	Donna M. Gale	11/13/2024		
				B&T-OCT24	360.00
				ASCHEF-OCT24	360.00
		Check 320136 Total:			720.00
320137	GALTECP	Galileo Technologies Corpora	11/13/2024		
				42278	12,827.64
		Check 320137 Total:			12,827.64
320138	GALL5011	Galls, LLC	11/13/2024		
				028102161	861.72
				028369543	98.55
		Check 320138 Total:			960.27
320139	RYAN	Ryan Garcia	11/13/2024		
				10/26/2024	13.67
				10/25/2024	13.67
				10/23/2024	13.67
				10/22/2024	13.67
		Check 320139 Total:			54.68
320140	GLBI4011	Global Industrial	11/13/2024		
				122522312	1,241.25
				122528637	335.20
				122525645	111.13
		Check 320140 Total:			1,687.58
320141	GRED4011	Ederson Gramajo	11/13/2024		
				10/21-10/25/24	385.85
		Check 320141 Total:			385.85
320142	CRSGRUND	Christopher Gruenewald	11/13/2024		
				10/21-25/24	205.94
		Check 320142 Total:			205.94
320143	HAA5569	Haaker Equipment Company	11/13/2024		
				W1A9FU	4,638.49
		Check 320143 Total:			4,638.49
320144	HAR9203	Hardy & Harper, Inc.	11/13/2024		
				23835 RET	61,272.80

Check	Vendor No	Vendor Name	Date	Invoice No	amount
		Check 320144 Total:			61,272.80
320145	HDLC3011	HdL Coren & Cone	11/13/2024		
				SIN044371	3,537.73
		Check 320145 Total:			3,537.73
320146	JAHE4011	Javier Hernandez	11/13/2024		
				10/07-10/08/24	37.25
		Check 320146 Total:			37.25
320147	HOMCOMMU	Reagan Hom	11/13/2024		
				4-090324	875.00
				4-092824	625.00
				4-093024	998.31
				4-101024	970.75
		Check 320147 Total:			3,469.06
320148	INT6115	Interstate Battery Systems of I	11/13/2024		
				179486	170.63
				179300	194.98
		Check 320148 Total:			365.61
320149	JSAR4011	Jack's Auto Repair	11/13/2024		
				19622	974.54
		Check 320149 Total:			974.54
320150	JCRS5011	Jones Coffee Roasters	11/13/2024		
				67718	204.75
		Check 320150 Total:			204.75
320151	KBBE9203	Kabbara Engineering	11/13/2024		
				1827	1,574.00
				1827	17,490.00
		Check 320151 Total:			19,064.00
320152	CUR7778	L.N. Curtis & Sons	11/13/2024		
				INV875420	177.90
		Check 320152 Total:			177.90
320153	LIFE822	Life-Assist Inc.	11/13/2024		
				1521344	266.56
		Check 320153 Total:			266.56
320154	KVMC6710	Kelvin Machado	11/13/2024		
				10/21/2024	22.38
		Check 320154 Total:			22.38
320155	DAMA4011	David Maldonado	11/13/2024		
				10/03-10/04/24	37.25
		Check 320155 Total:			37.25

Check	Vendor No	Vendor Name	Date	Invoice No	amount
320156	AVIC4010	Avick Manukian	11/13/2024		
				10/17-10/18/24	37.25
		Check 320156 Total:			37.25
320157	MYBR2010	Mayer Brown LLP	11/13/2024		
				100256656	3,127.95
		Check 320157 Total:			3,127.95
320158	MCM2352	McMaster Carr Supply Co	11/13/2024		
				34951377	54.54
		Check 320158 Total:			54.54
320159	MER2145	Merit Oil Company	11/13/2024		
				864099	1,102.09
				864099	385.73
				864099	551.05
				864099	1,102.09
				864099	220.42
				864099	688.81
				864099	1,460.28
		Check 320159 Total:			5,510.47
320160	MSWCLTN	MSW Consultants, Inc.	11/13/2024		
				910	2,850.00
		Check 320160 Total:			2,850.00
320161	MVCH3011	MV Cheng & Associates Inc.	11/13/2024		
				10/31/2024A	13,957.60
				10/31/2024A	-8,800.00
				10/31/2024A	5,162.40
		Check 320161 Total:			10,320.00
320162	HIRNADA	Nada Bus, Inc.	11/13/2024		
				52224	3,450.00
		Check 320162 Total:			3,450.00
320163	NTNK2013	National Testing Network	11/13/2024		
				16604	1,250.00
		Check 320163 Total:			1,250.00
320164	NBSFIN	NBS Government Finance Gr	11/13/2024		
				202406-2471	1,794.25
		Check 320164 Total:			1,794.25
320165	PEG4590	NUFIC	11/13/2024		
				October 2024	204.00
				October 2024	759.00
		Check 320165 Total:			963.00
320166	ORAN8011	OrangeBoy, Inc	11/13/2024		
				5194	6,950.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount
		Check 320166 Total:			6,950.00
320167	WEBI4018	Paramount Technologies, Inc.	11/13/2024		
				SI-014551	5,443.63
		Check 320167 Total:			5,443.63
320168	PWP4465	Pasadena Water & Power	11/13/2024		
				9/11-10/11	3,689.43
		Check 320168 Total:			3,689.43
320169	PHOE4610	Phoenix Group Information S	11/13/2024		
				092024184	4,463.67
		Check 320169 Total:			4,463.67
320170	OLJURD80	Olivia Juliet Radbill	11/13/2024		
				543712026	15.00
				544363134	15.00
				544496080	15.00
		Check 320170 Total:			45.00
320171	RLPADASS	Ralph Andersen & Associates	11/13/2024		
				INV-04935	8,250.00
		Check 320171 Total:			8,250.00
320172	RHCC7101	Rio Hondo College	11/13/2024		
				F24-75-ZSPS	25.00
				F24-87-ZSPS	25.00
		Check 320172 Total:			50.00
320173	RKAC6010	RKA Consulting Group	11/13/2024		
				35281	4,750.00
				35168	2,575.00
				35089	150.00
		Check 320173 Total:			7,475.00
320174	SGVMC111	San Gabriel Valley Medical C	11/13/2024		
				929273	48.00
				922170	48.00
		Check 320174 Total:			96.00
320175	SDSI0107	SDS Security Design Systems	11/13/2024		
				246891	77.14
				246887	67.12
				246889	45.66
				246890	36.66
		Check 320175 Total:			226.58
320176	THES8267	Theodore Siegel	11/13/2024		
				1142024	150.00
		Check 320176 Total:			150.00

Check	Vendor No	Vendor Name	Date	Invoice No	amount
320177	SCMM6116	SoCal Mobile Maintenance	11/13/2024		
				21637	324.88
				21635	300.00
		Check 320177 Total:			624.88
320178	SPEC5011	Spectrum Gas Products	11/13/2024		
				00631421	108.00
		Check 320178 Total:			108.00
320179	LIST6011	Linda Stauffer	11/13/2024		
				PW2574	2,544.00
		Check 320179 Total:			2,544.00
320180	SUVA8022	Sunset Vans Inc.	11/13/2024		
				100178	125.00
				100177	250.00
		Check 320180 Total:			375.00
320181	SCRR4010	Superior Court of California, (	11/13/2024		
				September 2024	4,791.50
		Check 320181 Total:			4,791.50
320182	TES1111	Anteneh Tesfaye	11/13/2024		
				FY24-25_CertD5	364.00
				FY24-25_CertT3	260.00
		Check 320182 Total:			624.00
320183	HAFR7000	The Hartford	11/13/2024		
				October 2024	1,012.50
				November 2024	884.25
		Check 320183 Total:			1,896.75
320184	PTSP2011	The Print Spot	11/13/2024		
				8485	7,812.70
		Check 320184 Total:			7,812.70
320185	AMTIR4	The Reinalt-Thomas Corporat	11/13/2024		
				2095769	711.90
		Check 320185 Total:			711.90
320186	TAEV9224	Total Access Elevator Corp	11/13/2024		
				128022	880.00
				128282	2,500.00
				128266	4,780.50
				129770	880.00
				126226	880.00
				126226	700.00
				128022	700.00
				129770	700.00
		Check 320186 Total:			12,020.50
320187	TRA5998	Transtech Engineers, Inc.	11/13/2024		

Check	Vendor No	Vendor Name	Date	Invoice No	amount
				20245802	40,620.00
		Check 320187 Total:			40,620.00
320188	POR4707	United Site Services, Inc.	11/13/2024		
				INV-4832563	347.24
		Check 320188 Total:			347.24
320189	VPSI407	Valley Power Systems Inc.	11/13/2024		
				I40218	8,079.45
		Check 320189 Total:			8,079.45
		Report Total:			543,764.47

Clearing House

Electronic AP Proof List

User: asargsyan
Printed: 11/14/2024 - 11:14AM
Sort By: Vendor Name
Batch: 00005.10.2024

Source	Vendor	Name	Transfer/Route	Check Digit	Account No	amount
AP5 005-10-2024	AMAZONCP	Amazon Capital Services, Inc.,	1210/0024	8	41630410532016725	1,886.21
AP5 005-10-2024	AMPM5011	AMPM Door, Inc.,	3222/7172	4	206157943	6,824.73
AP5 005-10-2024	ATSS6010	Arakelian Enterprises, Inc.,	1210/0024	8	4648070795	7,173.94
AP5 005-10-2024	BAK0369	Baker & Taylor Books,	1110/0001	2	4426278904	5,105.11
AP5 005-10-2024	BSHL6710	Base Hill, Inc., dba Jan Point	3222/7162	7	3871558970	17,333.00
AP5 005-10-2024	CAME2015	California Maintenance & Environmental,	1222/3820	0	1000222073	250.00
AP5 005-10-2024	CWNC2501	Carl Warren & Company,	3222/7162	7	395609339	6,319.15
AP5 005-10-2024	TIM4011	Charter Communications Holdings, LLC,	0430/0026	1	0001215564	2,128.42
AP5 005-10-2024	CRDA1021	Corodata Records Management,	1210/0024	8	4945036168	514.82
AP5 005-10-2024	CRSR2010	Corodata Shredding Inc.,	1210/0024	8	4121079255	160.06
AP5 005-10-2024	ATGC8530	CU Technology,	1222/3582	1	157528953654	25,600.00
AP5 005-10-2024	RDRKDVS	Davis, Roderick	3222/7685	5	92242	600.00
AP5 005-10-2024	DDLP8010	Dr. Detail Ph.D LLC,	3222/7162	7	925206786	1,685.00
AP5 005-10-2024	GOVE2013	Governmentjobs.com, Inc. DBA NEOGOV,	1211/4039	9	3302022848	57,150.32
AP5 005-10-2024	ITCR2501	Intercare Holdings Insurance Services,	0622/0629	5	5500212583	5,098.50
AP5 005-10-2024	JHMS8020	JHM Supply,	3222/7162	7	702987535	1,167.15
AP5 005-10-2024	OVDR8011	OverDrive Inc.,	0410/0015	3	01661616573	4,027.87
AP5 005-10-2024	POS5265	Post Alarm Systems,	1222/4402	9	00281514	239.04
AP5 005-10-2024	CSAC2012	Public Risk, Innovation, Solutions, and Mana	0210/5205	3	35032635	2,253.48
AP5 005-10-2024	PUWA8020	Pure Water,	3222/7162	7	4221537876	66.24
AP5 005-10-2024	QUESTICA	Questica Ltd.,	1220/1606	6	270143636	20,475.00
AP5 005-10-2024	RVCSTLLC	Revenue & Cost Specialist, LLC,	1222/3582	1	153499617071	12,250.00
AP5 005-10-2024	RAMS3041	Rogers Anderson, Malody & Scott LLP,	1222/3414	9	245123779	6,555.00
AP5 005-10-2024	SSSS8267	Round Star West, LLC,	0530/0019	6	237039722847	842.40
AP5 005-10-2024	SHO7777	Showcases,	0631/0027	7	898147547641	120.69
AP5 005-10-2024	SGMC2013	St. George's Medical Clinic,	1210/4288	2	784824187	2,095.00
AP5 005-10-2024	STA5219	Staples Business Advantage,	1210/0024	8	4654634682	7,859.41
AP5 005-10-2024	STSM1020	Studio Spectrum, Inc.,	1210/4288	2	3629889282	2,440.00
AP5 005-10-2024	COBR7131	The Advantage Group,	0720/0032	6	269715972	17,149.67
AP5 005-10-2024	UQMS8010	Unique Management Services, Inc.,	0434/0003	6	4557798325	116.50
AP5 005-10-2024	VUL6601	Vulcan Materials Company,	1110/0001	2	4451047359	6,783.60
AP5 005-10-2024	WES4152	West Coast Arborists, Inc.,	1210/4288	2	9194396793	6,295.00
AP5 005-10-2024	ZOLL8021	Zoll Medical Corporation,	0110/0013	8	50084320	1,184.09

Source	Vendor	Name	Transfer/Route	Check Digit	Account No	amount
Records Printed:	33					229,749.40

Clearing House

Electronic AP Proof List

User: asargsyan
Printed: 11/14/2024 - 1:19PM
Sort By: Vendor Name
Batch: 00006.11.2024

Source	Vendor	Name	Transfer/Route	Check Digit	Account No	amount
AP5 007-11-2024	ANISRGYS	Sargsyan, Ani	1210/0035	8	000217545158	489.55
Records Printed:	1					489.55

City of
SOUTH PASADENA

Online Payment Log			
Date	**Vendor**	**Amount**	**Description**
11/5/2024	So Cal Gas	$775.22	Online Payment for City Owned Natural Gas Accounts.
11/7/2024	So Cal Edison	$16,628.77	Online Payment for Various City Owned Electric Accounts.
Total:		***$17,403.99***	

Payroll

Payroll Summary Report

Payroll Date:	**10/31/2024**	**Off-Cycle**		
Checks			$	-
Direct Deposits			$	-
IRS Payments			$	4,045.78
EDD - State of CA			$	1,473.47
PERS Pension			$	-
Deferred Comp			$	-
PERS Health			$	-
		Subtotal:	**$**	**5,519.25**

Payroll Date:	**11/8/2024**	**Regualr**		
Checks			$	-
Direct Deposits			$	525,924.95
IRS Payments			$	105,858.18
EDD - State of CA			$	33,072.83
PERS Pension			$	126,933.93
Deferred Comp			$	29,287.04
PERS Health			$	218.72
		Subtotal:	**$**	**821,295.65**
		Grand Total:	**$**	**826,814.90**

CITY OF SOUTH PASADENA

319621

Attachment No. 6

Vendor Name: FLICS c/o FilmLA
Vendor Number: FLIC8060
Check Date: 9/4/2024
Check Amount: 300.00

Invoice Number	Date	Description	Amount
14114	8/13/2024	FLICS Membership Dues 2024/2025	300.00

DO NOT CASH THIS CHECK UNLESS YOU SEE A TRUE WATERMARK-HOLD AT A LIGHT TO VIEW.

CITY OF SOUTH PASADENA
General Account
1414 Mission Street
South Pasadena, CA 91030
(626) 403-7254

WARNING
DO NOT CASH THIS CHECK UNLESS YOU SEE A TRUE WATERMARK ON FACE AND ON REVERSE SIDE. HOLD AT AN ANGLE TO VERIFY.

Bank of the West
1-800-488-2265

90-4284/1222

319621

Date	Amount
9/4/2024	300.00

Pay: THREE HUNDRED AND XX / 100

Void 10/30/2024

To the order of:

FLICS c/o FilmLA
6255 W Sunset Blvd 12th Floor
Los Angeles, CA 90028

⑈319621⑈ ⑆122242843⑆ 04153368⑈

CITY OF SOUTH PASADENA

319621

Vendor Name: FLICS c/o FilmLA
Vendor Number: FLIC8060
Check Date: 9/4/2024
Check Amount: 300.00

Invoice Number	Date	Description	Amount
14114	8/13/2024	FLICS Membership Dues 2024/2025	300.00

Deluxe® | 1-800-888-6327

Ref No: G908900649

Create Stop Payment Confirmation

Generated On: 2024-10-30 15:07 p.m. ET by WCASTRILLON

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	20241030222482807

Account

41533688 - CITY OF SOUTH PASADENA OPERATING - USD

Check Number

319621

Payee	Amount

Expiry Date

2026-10-30

Reason for Stop

Other

Term

24 Months

Accounts Payable

Void Check Proof List

User: wliu
Printed: 11/13/2024 - 11:23AM
Batch: 00002.10.2024

Account Number	Amount	Invoice No	Inv Date	Description	Reference	Task Label	Type	PONumber	Close PO?	Line Item
Vendor: FLIC8060	FLICS c/o FilmLA									
Check No: 319621	Check Date: 09/04/2024									
101-7010-7011-8060-000	300.00	14114	08/13/2024	FLICS Membership Dues 2024/2025					No	0
Check Total:	300.00									
Vendor Total:	300.00									
Report Total:	300.00									

Accounts Payable

Void Check Distribution List

User: wliu
Printed: 11/13/2024 - 11:26 AM
Batch: 00002.10.2024

	DR Amount	CR Amount	Acct Number	Description	Vendor
Section 1:101General Fund					
	300.00	0.00	101-0000-0000-1000-000	Cash & Cash Equivalents	
	0.00	300.00	101-7010-7011-8060-000	Dues & Memberships	FLIC8060
Total for Section 1:101	300.00	300.00			
Grand Total:	300.00	300.00			

AP Workflow Requisition Form

Requested By

Department: Community Development/Planning Dept.

Date: 08/15/2024

Fiscal Year: 24-25

Payable To

Vendor: FLICS c/o FilmLA

Address: Radford Studio Center, Bungalow 20
4024 Radford Avenue
Studio City, CA 91604

Description: -FLICS Membership Dues 2024/2025

Purchase Order Information

PO #:

Contract End Date (if applicable):

☐ Close PO

Account #	Invoice #	Amount
#101-7010-7011-8060-000	#14114	$300.00
	Total:	$300.00

FLICS c/o FilmLA, Radford Studio Center
Bungalow 20, 4024 Radford Avenue
CA USA

BILL TO
Joan Aguado
South Pasadena Film Office
1414 Mission St.
South Pasadena, CA 91030

INVOICE # 14114
DATE 08/13/2024
DUE DATE 09/01/2024
TERMS Due on receipt

ACTIVITY	QTY	RATE	AMOUNT
FLICS Membership 2024/2025 FLICS Membership Dues	1	300.00	300.00

Please mail payment to OUR NEW MAILING ADDRESS:
FLICS
c/o FilmLA
Radford Studio Center, Bungalow 20
4024 Radford Avenue
Studio City, CA 91604

Make checks payable to: FLICS

BALANCE DUE **$300.00**

PLEASE NOTE OUR NEW MAILING ADDRESS

City Council Agenda Report

ITEM NO. 8

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Zhen Tao, City Treasurer
Hue Quach, Consultant

SUBJECT: **CONSIDERATION TO RECEIVE AND FILE THE MONTHLY INVESTMENT REPORTS FOR APRIL THROUGH OCTOBER 2024**

Recommendation

It is recommended that the City Council receive and file the Monthly Investment Reports for April through October 2024.

Background

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

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

Note on the Delay in Reporting

Due to the lack of staffing within the finance department over the past few months, these reports were not provided monthly. The treasurer had been monitoring and communicating with staff as well as our investment advisors during this period. The reports are now being furnished for the months of April through October 2024. At this point the city is caught up with its investment reporting.

Analysis

For the period presented here, the portfolio yield is approximately 35 bps lower, driven by the federal rate cut and portfolio weighting shift. The reduction in market yield led to an increase in portfolio market value from $61,210,231 at the end of April to $63,338,143 at the end of October. As of October 31, the City's yields for its government and corporate bonds range from 4.20% to 4.61%. On a par value of $64,552,471, estimated annual income at the coupon rate is $1,988,378. The bank-liquid cash account of $12,831,484 held at the Local Agency Investment Fund (LAIF), at an interest rate of 4.52%, will earn an estimated annual income of $579,726. It's important to note that this estimate is based on the current cash balance with LAIF and would vary based on monthly balances and listed effective yields. This totals to $2,568,104 in estimated annual interest income from all investments held.

The bonds held by the City will also earn income on bonds purchased at a discount and held through maturity or sold at a market value higher than when it was purchased. The yield-to-worst (YTW) rate indicates the potential annualized earnings from the coupon rate as well as the earnings from the call or maturity gap from the discount when the bond was purchased. Thus, the best indicator of the bonds' performance is the YTW presented on the report for each bond held.

The total bonds held shows a market value of $63,338,143, indicating an unrealized gain of $188,177.

The investments in bonds are managed by Morgan Stanley and Western Assets Management. Their expertise in the financial market helps the City maximize returns while complying to the City's investment policy. When the City updates the investment policy and gets approved by Council, it then gets forwarded to Morgan Stanley and Western Assets Management for compliance purposes. A refreshed 2024-2025 investment policy will be presented at the next finance commission meeting and will be presented to council thereafter for council approval.

The report reflects that the City complies with the reporting requirements of California Government Code Section 53646, whereby the agency must describe the investments made, indicate monies under the management of contracted parties, discuss compliance with local investment policy, and discuss whether the agency can meet its expenditure requirements for the next six months. Investments herein provide sufficient cash flow liquidity to meet the estimated expenditures, as required in the investment policy.

Commission Review and Recommendation
Item will be presented to Finance Commission on November 21, 2024.

Attachment:
Attachment No. 1 - April 2024 Investment Report
Attachment No. 2- May 2024 Investment Report
Attachment No. 3- June 2024 Investment Report
Attachment No. 4 - July 2024 Investment Report
Attachment No. 5 - August 2024 Investment Report
Attachment No. 6 - September 2024 Investment Report
Attachment No. 7 - October 2024 Investment Report

Exhibit A

City of South Pasadena

INVESTMENT REPORT
April 30, 2024

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD[1]	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	4.272%	29.74%	26,415,228.76	26,415,228.76
SUBTOTAL			29.74%	**$ 26,415,228.76**	**$ 26,415,228.76**
ZIONS BANK					
Money Market	See Exhibit B-1	4.970%	0.19%	168,926.47	168,926.47
Corporate Bonds	See Exhibit B-1	5.097%	20.52%	18,230,440.85	17,830,640.79
U.S. Obligations	See Exhibit B-1	4.717%	3.76%	3,344,341.55	3,283,798.24
U.S. Treasury Notes & Bonds	See Exhibit B-1	4.804%	45.79%	40,673,625.63	39,926,865.45
U.S. Obligations Variable	See Exhibit B-1	0.000%	0.00%	0.00	0.00
SUBTOTAL			70.26%	**$ 62,417,334.50**	**$ 61,210,230.95**
TOTAL INVESTMENTS			**100.00%**	**$ 88,832,563.26**	**$ 87,625,459.71**

BANK ACCOUNTS:

BMO (formerly Bank of the West) Accounts Balance	$ 9,620,260.45
BNY Mellon Uninvested Cash Balance[2]	$ 171,640.58

Footnotes:

[1] Yield on LAIF and Zions Money Market is based on Current Yield. Yield on investments held at Zions Bank is based on Yield to Worst (YTW).

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

Required Disclosures:

Average weighted maturity of the portfolio		626	DAYS
Average weighted total yield of the portfolio		4.700%	
Projected Expenditures for the next 6 months:			
Projected with Average of Year to Date Expenses:	$	33,903,060	***
Projected with FY 2024 Adopted Budget:	$	42,677,043	Using Adopted Budget FY 23-24 and divided by 2 for six month period

* Current market valuation is required for investments with maturities of more than twelve months.
**Differences between projected average and projected adopted is partly due to unspent CIP funds
*** 12-month CPI (All items - old base in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted) rate from April 2024

In compliance with the California Government Code Section 53646, as the City Treasurer of the City of South Pasadena, based on the information provided I hereby identify that the City is able to meet its expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



Zhen Tao, City Treasurer

11/14/2024

Date

Exhibit B-1

City of South Pasadena
Investments held at Zions Bank (managed by Morgan Stanley/Western Assets Management)
April 30, 2024

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
Money Market							
Fidelity Gov Port III FCGXX		168,926	4.970%	N/A	168,926	168,926	4.970%
Subtotal Corporate Bonds		**168,926**			**168,926**	**168,926**	**4.970%**
Corporate Bonds							
Ace Ina Hldgs Inc	00440EAR8	605,000	3.350%	05/15/24	588,858	604,499	5.030%
Texas Instruments Inc	882508BB9	609,000	2.625%	05/15/24	612,442	608,346	3.380%
Paccar Financial Corp	69371RQ25	311,000	2.150%	08/15/24	312,764	307,942	5.520%
United Parcel Svcs Inc	911312BT2	311,000	2.200%	09/01/24	310,208	307,317	5.700%
Coca Cola Co	191216CL2	620,000	1.750%	09/06/24	616,970	611,995	5.490%
PNC Finl Svcs Group Inc	693475AY1	610,000	2.200%	11/01/24	612,035	599,703	5.710%
Pepsico Inc	713448EQ7	625,000	2.250%	03/19/25	631,537	608,039	5.340%
Target Corp	87612EBL9	635,000	2.250%	04/15/25	637,298	616,362	5.300%
US Bancorp	91159HHZ6	639,000	1.450%	05/12/25	624,194	613,026	5.420%
JPMorgan Chase & Co	46625HMN7	1,079,000	3.900%	07/15/25	1,122,222	1,058,266	5.290%
Bank Of America Corp	06051GFS3	779,000	3.875%	08/01/25	814,912	763,207	5.280%
Home Depot Inc	437076BK7	631,000	3.350%	09/15/25	655,964	614,169	5.160%
Bristol-Myers Squibb Co	110122DN5	654,000	0.750%	11/13/25	603,878	609,781	5.170%
Disney Walt Co	254687FV	324,000	1.750%	01/13/26	300,018	304,889	5.150%
Prudential Finl Inc	74432QCH6	327,000	1.500%	03/10/26	314,768	304,469	5.210%
Berkshire Hathaway Inc Del	084670BS6	637,000	3.125%	03/15/26	618,494	613,689	5.000%
Procter & Gamble Co	742718FP9	657,000	1.000%	04/23/26	625,288	607,374	4.820%
Schwab Charles Corp	808513BR5	687,000	1.150%	05/13/26	647,419	630,881	5.170%
Intel Corp	458140AU4	643,000	2.600%	05/19/26	648,668	608,643	5.160%
Bank New York Mellon Corp	06406RBJ5	619,000	4.414%	07/24/26	615,699	609,730	5.440%
Duke Energy Carolinas LLC	26442CAS35	321,000	2.950%	12/01/26	303,727	302,967	5.068%
Amazon Com Inc	023135CP9	453,000	4.550%	12/01/27	456,647	445,725	4.800%
State Str Corp	857477BS1	669,000	2.203%	02/07/28	605,454	614,287	5.120%
Comcast Corp New Sr Glbl Nt	20030NCA	981,000	3.150%	02/15/28	918,923	908,822	5.040%
Unitedhealth Group Inc Sr	91324PEP3	760,000	5.250%	02/15/28	778,752	761,922	4.950%
John Deere Capital	24422EWV7	616,000	4.900%	03/03/28	623,256	610,508	4.880%
General Dynamics Corp	369550BC	637,000	3.750%	05/15/28	622,612	605,768	4.860%
John Deere Capital Corp	742718FP9	612,000	4.950%	07/14/28	617,749	606,485	4.940%
Enterprise Products	24422EXB0	645,000	4.150%	10/16/28	623,967	615,701	5.030%
Abbvie Inc	00287Y109	785,000	4.250%	11/14/28	765,720	756,131	4.890%
Subtotal Corporate Bonds		**18,481,000**			**18,230,441**	**17,830,641**	**5.097%**
U.S. Obligations							
Federal Home Loan Banks	3130AUU36	1,490,000	4.125%	03/13/26	1,472,444	1,463,916	4.900%
Federal Home Loan Banks	3130AWC24	1,875,000	4.000%	06/09/28	1,871,897	1,819,883	4.570%
Subtotal U.S. Obligations		**3,365,000**			**3,344,342**	**3,283,798**	**4.717%**
U.S. Treasury Notes & Bonds							
U.S. Treasury Notes	91282CGG0	3,082,000	4.125%	01/31/25	3,055,718	3,055,303	5.230%

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
U.S. Treasury Notes	912828ZF0	3,229,000	0.500%	03/31/25	3,111,615	3,093,281	5.140%
U.S. Treasury Notes	912828ZW3	2,937,000	0.250%	06/30/25	2,784,524	2,773,515	5.070%
U.S. Treasury Notes	91282CAZ4	2,677,000	0.375%	11/30/25	2,522,816	2,484,695	4.970%
U.S. Treasury Notes	91282CBH3	2,863,000	0.375%	01/31/26	2,700,223	2,637,762	4.930%
U.S. Treasury Notes	91282CBT7	3,338,000	0.750%	03/31/26	3,148,941	3,078,131	4.850%
U.S. Treasury Notes	91282CHB0	3,269,000	3.625%	05/15/26	3,194,522	3,179,996	4.830%
U.S. Treasury Notes	91282CCW9	4,072,000	0.750%	08/31/26	3,815,783	3,696,294	4.750%
U.S. Treasury Notes	91282CFM8	3,763,000	4.125%	09/30/27	3,776,817	3,678,186	4.600%
U.S. Treasury Notes	91282CGH8	3,032,000	3.500%	01/31/28	2,997,996	2,894,849	4.580%
U.S. Treasury Notes	91282CHA2	4,400,000	3.500%	04/30/28	4,261,866	4,193,063	4.560%
U.S. Treasury Notes	91282CHQ	1,872,000	4.125%	07/31/28	1,867,253	1,825,054	4.540%
U.S. Treasury Notes	91282CJR	3,482,000	3.750%	12/31/28	3,435,554	3,336,735	4.520%
Subtotal Treasury Notes & Bonds		**42,016,000**			**40,673,626**	**39,926,865**	**4.804%**

U.S. Obligations Variable

Subtotal U.S. Obligations Variable		**-**			**-**	**-**	**0.000%**
Grand Total		**64,030,926**			**62,417,335**	**61,210,231**	**4.885%**

***** Any new investments are italicized and marked with an asterisk to the right.

Market Adj.	**1,207,104**
Estimated Income	**1,672,554**

Maturities

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost
MetLife Inc	59156RBH0	306,000	3.600%	04/10/24	312,378

Withdrawals

Sales/Calls

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

[1] YTW was used in place of YTM for conservative approach to looking at the performance of the bonds. YTW considers the possibility to call the bonds if a call option is available, whereby the City's Investors may choose to call a bond to seek for better investments or to redeem the bond at ideal market conditions.

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
April 30, 2024

2016 Water Revenue Bonds

	Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
	BNY Mellon Project Fund									
1	Cash			1,003.69	0.000%	1,003.69	5.160%		1	
2	Morgan Stanley Treasury Portfolio			170,636.89	0.000%	170,636.89	5.160%		1	
	Subtotal Cash & Cash Equivalents			**171,640.58**	**0.000%**	**171,640.58**	**5.160%**		1	
	Total Project Fund			**171,640.58**	**0.000%**	**171,640.58**	**5.160%**		1	

Exhibit C

April 30, 2024
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
JULY	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716	75,797,212
AUGUST	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853	75,898,527
SEPTEMBER	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	62,025,768	72,673,251
OCTOBER	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	62,066,381	72,928,239
NOVEMBER	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	62,383,437	73,816,550
DECEMBER	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	62,346,272	74,622,956
JANUARY	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	63,037,830	75,026,715
FEBRUARY	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	62,673,423	74,572,924
MARCH	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	63,422,072	87,799,607
APRIL	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	63,662,118	87,625,460
MAY	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	75,814,301	
JUNE	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	75,450,478	

* Note: Invested funds based on Market Value at the end of month.

City of South Pasadena

BMO (formerly Bank of the West) Accounts Balance

For April 2024 Investment Report

BMO - Operating ending 3688	9,347,013.65	30-Apr
BMO - Workers Comp ending 1936	171,174.78	30-Apr
BMO - Gen Liab ending 2413	102,072.02	30-Apr
Total BMO (formerly Bank of the West)	**9,620,260.45**	

City of South Pasadena
Projected Expenditures (Based off Prior Year Actuals)
For April 2024 Investment Report
Expenditures Six Months (Average of FY22-23 and projected 6 months)

Actual Expenditures

	FY 2023-24		FY 2022-23
Jul 2023	6,714,254.84	**Jul 2022**	5,905,656.69
Aug 2023	3,079,588.40	**Aug 2022**	5,165,837.61
Sep 2023	5,552,245.34	**Sep 2022**	3,755,745.24
Oct 2023	3,646,644.31	**Oct 2022**	4,460,060.06
Nov 2023	3,160,958.05	**Nov 2022**	3,046,781.06
Dec 2023	4,253,366.10	**Dec 2022**	4,103,477.12
Jan 2024	3,593,345.33	**Jan 2023**	3,407,429.00
Feb 2024	5,048,201.55	**Feb 2023**	3,056,251.54
Mar 2024	5,516,008.29	**Mar 2023**	4,638,541.21
Apr 2024	3,425,412.86	**Apr 2023**	3,909,596.79
May 2024		**May 2023**	3,846,612.08
Jun 2024		**Jun 2023**	19,964,954.05
	43,990,025.07		65,260,942.45
Avg per month	4,399,003	**Avg per month**	5,438,412
6 month actual projected	**26,394,015**	**6 month actual projected**	**32,630,471**

Adopted Budget

	FY 2023-24
Adopted Budget	85,354,086
Adopted 6 month	**42,677,043**

Difference between 6 month actual projected and 6 month adopted budget

6 month Adopted Budget	42,677,043	
6 month actual projected	33,903,060	*
	8,773,983	**

* 12-month CPI (Los Angeles, Long Beach, Anaheim) rate for the month of April 2024 (3.9%) was used.

**Differences between projected average and projected adopted is due to unspent CIP funds

ZIONS BANK®

Statement of Account

April 1, 2024 Through April 30, 2024

South Pasadena Custody

Account Number: 8048032

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

Please contact your administrator - Jacqueline Nowak
with any questions concerning your account.

Confidential And Privileged Information

Account Name : South Pasadena Custody **Account No : 8048032**

Cash Reconciliation

	Income	Principal
Opening Balance April 1, 2024	**$ 2,369,156.27**	**$ -2,369,156.27**
Receipts		
Sales	0.00	306,000.00
Interest	194,137.45	0.00
Dividends	2,383.16	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	**196,520.61**	**306,000.00**
Disbursements		
Purchases	0.00	-862,488.15
Fees	0.00	0.00
Other Disbursements	0.00	-5,082.84
Transfers	0.00	0.00
Total Disbursements	**0.00**	**-867,570.99**
Net Cash Management	0.00	365,050.38
Closing Balance April 30, 2024	**$ 2,565,676.88**	**$ -2,565,676.88**

Portfolio Summary

April 30, 2024	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.28%	168,926.47	8,394.88	4.97%
Fixed Income	99.72%	61,041,304.48	1,664,159.48	2.73%
Total Portfolio	**100.00 %**	**61,210,230.95**	**1,672,554.36**	**2.73%**
Accrued Income		**399,285.08**		
Total Market Value		**61,609,516.03**		

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
	Money Market Funds - Taxable								
168,926.47	Fidelity Gov Port III FCGXX			168,926.47	1.00	168,926.47	8,394.88	4.97%	2,168.34
168,926.47	**** * Sub Totals * ****			**168,926.47**		**168,926.47**	**8,394.88**	**4.97%**	**2,168.34**
	Corporate Bonds (30/360)								
605,000	Ace Ina Hldgs Inc	3.350%	05/15/2024	588,857.55	99.92	604,499.15	20,267.50	3.35%	9,341.17
609,000	Texas Instruments Inc	2.625%	05/15/2024	612,441.68	99.89	608,346.13	15,986.25	2.63%	7,367.96
311,000	Paccar Financial Corp	2.150%	08/15/2024	312,763.60	99.02	307,941.88	6,686.50	2.17%	1,400.80
311,000	United Parcel Svcs Inc	2.200%	09/01/2024	310,207.67	98.82	307,316.59	6,842.00	2.23%	1,127.59
620,000	Coca Cola Co	1.750%	09/06/2024	616,970.04	98.71	611,994.59	10,850.00	1.77%	1,636.59
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	98.31	599,703.48	13,420.00	2.24%	6,710.00
625,000	Pepsico Inc	2.250%	03/19/2025	631,536.78	97.29	608,038.84	14,062.50	2.31%	1,610.51
635,000	Target Corp	2.250%	04/15/2025	637,297.81	97.06	616,362.40	14,287.50	2.32%	598.64
639,000	US Bancorp	1.450%	05/12/2025	624,194.04	95.94	613,025.56	9,265.50	1.51%	4,348.06
1,079,000	JPMorgan Chase & Co	3.900%	07/15/2025	1,122,222.21	98.08	1,058,266.09	42,081.00	3.98%	12,342.19
779,000	Bank Of America Corp	3.875%	08/01/2025	814,912.42	97.97	763,207.07	30,186.25	3.96%	7,504.40
631,000	Home Depot Inc	3.350%	09/15/2025	655,963.94	97.33	614,168.90	21,138.50	3.44%	2,657.07
654,000	Bristol-Myers Squibb Co	0.750%	11/13/2025	603,877.50	93.24	609,781.19	4,905.00	0.80%	2,288.09
324,000	Disney Walt Co	1.750%	01/13/2026	300,017.52	94.10	304,888.60	5,670.00	1.86%	1,694.66
327,000	Prudential Finl Inc	1.500%	03/10/2026	314,767.91	93.11	304,468.56	4,905.00	1.61%	685.06
637,000	Berkshire Hathaway Inc Del	3.125%	03/15/2026	618,494.37	96.34	613,689.10	19,906.25	3.24%	2,502.18
657,000	Procter & Gamble Co	1.000%	04/23/2026	625,287.88	92.45	607,374.32	6,570.00	1.08%	128.46
687,000	Schwab Charles Corp	1.150%	05/13/2026	647,419.02	91.83	630,881.04	7,900.50	1.25%	3,685.43
643,000	Intel Corp	2.600%	05/19/2026	648,667.58	94.66	608,642.74	16,718.00	2.75%	7,518.43
619,000	Bank New York Mellon Corp	4.414%	07/24/2026	615,699.30	98.50	609,729.62	27,322.66	4.48%	7,326.75
321,000	Duke Energy Carolinas Llc	2.950%	12/01/2026	303,726.99	94.38	302,966.57	9,469.50	3.13%	3,941.22
453,000	Amazon Com Inc	4.550%	12/01/2027	456,647.28	98.39	445,724.75	20,611.50	4.62%	8,578.53
669,000	State Str Corp	2.203%	02/07/2028	605,453.50	91.82	614,286.67	14,738.07	2.40%	3,416.93
981,000	Comcast Corp New Sr Glbl Nt	3.150%	02/15/2028	918,923.47	92.64	908,822.24	30,901.50	3.40%	6,473.78

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
760,000	Unitedhealth Group Inc Sr	5.250%	02/15/2028	778,752.24	100.25	761,921.87	39,900.00	5.24%	8,358.94
616,000	John Deere Capital	4.900%	03/03/2028	623,255.76	99.11	610,507.86	30,184.00	4.94%	4,805.83
637,000	General Dynamics Corp	3.750%	05/15/2028	622,611.84	95.10	605,767.76	23,887.50	3.94%	11,009.60
612,000	John Deere Capital Corp	4.950%	07/14/2028	617,748.72	99.10	606,484.85	30,294.00	5.00%	8,969.73
645,000	Enterprise Products	4.150%	10/16/2028	623,966.97	95.46	615,701.29	26,767.50	4.35%	1,046.77
785,000	Abbvie Inc	4.250%	11/14/2028	765,720.40	96.32	756,131.08	33,362.50	4.41%	15,469.76
18,481,000	**** * Sub Totals * ****			**18,230,440.85**		**17,830,640.79**	**559,086.98**	**3.14%**	**154,545.13**
	U.S. Obligations								
1,490,000	Federal Home Loan Banks	4.125%	03/13/2026	1,472,444.30	98.25	1,463,915.72	61,462.50	4.20%	8,069.10
1,875,000	Federal Home Loan Banks	4.000%	06/09/2028	1,871,897.25	97.06	1,819,882.52	75,000.00	4.12%	29,539.11
3,365,000	**** * Sub Totals * ****			**3,344,341.55**		**3,283,798.24**	**136,462.50**	**4.16%**	**37,608.21**
	U.S. Treasury Notes & Bonds								
3,082,000	U S Treasury Notes	4.125%	01/31/2025	3,055,717.73	99.13	3,055,303.38	127,132.50	4.16%	31,433.86
3,229,000	U S Treasury Notes	0.500%	03/31/2025	3,111,614.59	95.80	3,093,281.09	16,145.00	0.52%	1,323.36
2,937,000	U S Treasury Notes	0.250%	06/30/2025	2,784,524.00	94.43	2,773,514.66	7,342.50	0.26%	2,440.78
2,677,000	U S Treasury Notes	0.375%	11/30/2025	2,522,815.80	92.82	2,484,695.19	10,038.75	0.40%	4,169.10
2,863,000	U S Treasury Notes	0.375%	01/31/2026	2,700,222.91	92.13	2,637,762.41	10,736.25	0.41%	2,654.57
3,338,000	U S Treasury Notes	0.750%	03/31/2026	3,148,940.81	92.21	3,078,131.49	25,035.00	0.81%	2,052.05
3,269,000	U S Treasury Notes	3.625%	05/15/2026	3,194,521.84	97.28	3,179,996.38	118,501.25	3.73%	54,367.33
4,072,000	U S Treasury Notes	0.750%	08/31/2026	3,815,783.18	90.77	3,696,294.40	30,540.00	0.83%	5,062.34
3,763,000	U S Treasury Notes	4.125%	09/30/2027	3,776,816.90	97.75	3,678,185.52	155,223.75	4.22%	12,723.26
3,032,000	U S Treasury Notes	3.500%	01/31/2028	2,997,995.53	95.48	2,894,849.36	106,120.00	3.67%	26,238.46
4,400,000	U S Treasury Notes	3.500%	04/30/2028	4,261,865.80	95.30	4,193,062.50	154,000.00	3.67%	0.00
1,872,000	U S Treasury Notes	4.125%	07/31/2028	1,867,252.98	97.49	1,825,053.76	77,220.00	4.23%	19,092.86
3,482,000	U S Treasury Notes	3.750%	12/31/2028	3,435,553.56	95.83	3,336,735.31	130,575.00	3.91%	43,405.43
42,016,000	**** * Sub Totals * ****			**40,673,625.63**		**39,926,865.45**	**968,610.00**	**2.43%**	**204,963.40**

Holdings

Shares / PV	Asset Description	Cost	Price	Market	Est Ann Inc	Yield	Acc Income
64,030,926.47	* * *Grand Totals* * *	62,417,334.50		61,210,230.95	1,672,554.36	2.73%	399,285.08

Cash Summary

Principal Cash	-2,565,676.88
Income Cash	2,565,676.88
Invested Income	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
	Starting Balances	**$ 2,369,156.27**	**$ -2,369,156.27**	**$ 62,252,356.34**
	Interest			
04/01/2024	Interest	8,072.50		
	U S Treasury Notes 0.5000% 03/31/25			
04/01/2024	Interest	12,423.75		
	U S Treasury Notes 0.7500% 03/31/26			
04/01/2024	Interest	75,961.88		
	U S Treasury Notes 4.1250% 09/30/27			
04/10/2024	Interest	5,508.00		
	MetLife Inc 3.6000% 04/10/24			
04/15/2024	Interest	7,053.75		
	Target Corp 2.2500% 04/15/25			
04/16/2024	Interest	12,989.50		
	Enterprise Products 4.1500% 10/16/28			
04/19/2024	Purchase Accrued Interest	-3,629.98		
	Duke Energy Carolinas Llc 2.9500% 12/01/26			
04/19/2024	Purchase Accrued Interest	-9.73		
	U S Treasury Notes 0.7500% 03/31/26			
04/19/2024	Purchase Accrued Interest	-171.31		
	U S Treasury Notes 4.1250% 09/30/27			
04/19/2024	Purchase Accrued Interest	-349.15		
	U S Treasury Notes 4.1250% 01/31/25			
04/19/2024	Purchase Accrued Interest	-425.38		
	U S Treasury Notes 3.5000% 01/31/28			
04/19/2024	Purchase Accrued Interest	-901.07		
	U S Treasury Notes 3.6250% 05/15/26			
04/19/2024	Purchase Accrued Interest	-349.15		
	U S Treasury Notes 4.1250% 07/31/28			
04/19/2024	Purchase Accrued Interest	-475.96		
	U S Treasury Notes 3.7500% 12/31/28			
04/19/2024	Purchase Accrued Interest	-361.11		
	Federal Home Loan Banks 4.0000% 06/09/28			
04/22/2024	Purchase Accrued Interest	-139.50		
	Bank Of America Corp 3.8750% 08/01/25			

Account Transactions

Date	Description		Income	Principal	Carrying Value
04/22/2024	Purchase Accrued Interest		-140.27		
	Bank New York Mellon Corp 4.4140% 07/24/26				
04/22/2024	Purchase Accrued Interest		-73.87		
	Berkshire Hathaway Inc Del 3.1250% 03/15/26				
04/22/2024	Purchase Accrued Interest		-213.42		
	John Deere Capital 4.9000% 03/03/28				
04/22/2024	Purchase Accrued Interest		-229.08		
	John Deere Capital Corp 4.9500% 07/14/28				
04/22/2024	Purchase Accrued Interest		-13.14		
	Enterprise Products 4.1500% 10/16/28				
04/22/2024	Purchase Accrued Interest		-58.53		
	Home Depot Inc 3.3500% 09/15/25				
04/22/2024	Purchase Accrued Interest		-209.95		
	Intel Corp 2.6000% 05/19/26				
04/22/2024	Purchase Accrued Interest		-41.31		
	State Str Corp 2.2030% 02/07/28				
04/22/2024	Purchase Accrued Interest		-3.50		
	Target Corp 2.2500% 04/15/25				
04/22/2024	Purchase Accrued Interest		-361.52		
	Unitedhealth Group Inc Sr 5.2500% 02/15/28				
04/23/2024	Interest		3,285.00		
	Procter & Gamble Co 1.0000% 04/23/26				
04/30/2024	Interest		77,000.00		
	U S Treasury Notes 3.5000% 04/30/28				
		Sub Total	**194,137.45**	**0.00**	**0.00**
	Dividends				
04/01/2024	Dividend		2,383.16		
	Fidelity Gov Port III FCGXX				
	Interest From 03/01/2024 To 03/31/2024				
		Sub Total	**2,383.16**	**0.00**	**0.00**

Account Transactions

Date	Description	Income	Principal	Carrying Value
	Buys			
04/19/2024	Buy Duke Energy Carolinas Llc 2.9500% 12/01/26 321000 Par Val @ $94.619		-303,726.99	303,726.99
04/19/2024	Buy U S Treasury Notes 0.7500% 03/31/26 25000 Par Val @ $92.3086		-23,077.15	23,077.15
04/19/2024	Buy U S Treasury Notes 4.1250% 09/30/27 80000 Par Val @ $98.0977		-78,478.16	78,478.16
04/19/2024	Buy U S Treasury Notes 4.1250% 01/31/25 39000 Par Val @ $99.1484		-38,667.88	38,667.88
04/19/2024	Buy U S Treasury Notes 3.5000% 01/31/28 56000 Par Val @ $95.8359		-53,668.10	53,668.10
04/19/2024	Buy U S Treasury Notes 3.6250% 05/15/26 58000 Par Val @ $97.4805		-56,538.69	56,538.69
04/19/2024	Buy U S Treasury Notes 4.1250% 07/31/28 39000 Par Val @ $97.9102		-38,184.98	38,184.98
04/19/2024	Buy U S Treasury Notes 3.7500% 12/31/28 42000 Par Val @ $96.2734		-40,434.83	40,434.83
04/19/2024	Buy Federal Home Loan Banks 4.0000% 06/09/28 25000 Par Val @ $97.357		-24,339.25	24,339.25
04/22/2024	Buy Bank Of America Corp 3.8750% 08/01/25 16000 Par Val @ $98.124		-15,699.84	15,699.84
04/22/2024	Buy Bank New York Mellon Corp 4.4140% 07/24/26 13000 Par Val @ $98.556		-12,812.28	12,812.28
04/22/2024	Buy Berkshire Hathaway Inc Del 3.1250% 03/15/26		-22,202.13	22,202.13

Account Transactions

Date	Description		Income	Principal	Carrying Value
	23000 Par Val @ $96.531				
04/22/2024	Buy			-31,821.44	31,821.44
	John Deere Capital 4.9000% 03/03/28				
	32000 Par Val @ $99.442				
04/22/2024	Buy			-16,893.92	16,893.92
	John Deere Capital Corp 4.9500% 07/14/28				
	17000 Par Val @ $99.376				
04/22/2024	Buy			-18,167.99	18,167.99
	Enterprise Products 4.1500% 10/16/28				
	19000 Par Val @ $95.621				
04/22/2024	Buy			-16,567.01	16,567.01
	Home Depot Inc 3.3500% 09/15/25				
	17000 Par Val @ $97.453				
04/22/2024	Buy			-18,004.78	18,004.78
	Intel Corp 2.6000% 05/19/26				
	19000 Par Val @ $94.762				
04/22/2024	Buy			-8,266.50	8,266.50
	State Str Corp 2.2030% 02/07/28				
	9000 Par Val @ $91.85				
04/22/2024	Buy			-7,772.32	7,772.32
	Target Corp 2.2500% 04/15/25				
	8000 Par Val @ $97.154				
04/22/2024	Buy			-37,163.91	37,163.91
	Unitedhealth Group Inc Sr 5.2500% 02/15/28				
	37000 Par Val @ $100.443				
		Sub Total	**0.00**	**-862,488.15**	**862,488.15**
	Sells				
04/10/2024	Maturity			306,000.00	-315,982.26
	MetLife Inc 3.6000% 04/10/24				
	306000 PV @ $ 100.00				
	Cost Basis Removed $312,377.76				
	Short Term Gain/Loss : $811.53				
	Long Term Gain/Loss : $-7,189.29				
		Sub Total	**0.00**	**306,000.00**	**-315,982.26**

Account Transactions

Date	Description	Income	Principal	Carrying Value
	Disbursements			
04/12/2024	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per sec.9 of the custody agreement - invoice #10823024096 dtd 4/5/24.		-5,082.84	
	Sub Total	**0.00**	**-5,082.84**	**0.00**
	Cash Management			
04/01/2024	Sweep - Buy Fidelity Gov Port III FCGXX 98841.29 Par Val @ $1.00		-98,841.29	98,841.29
04/10/2024	Sweep - Buy Fidelity Gov Port III FCGXX 311508 Par Val @ $1.00		-311,508.00	311,508.00
04/12/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 5082.84 Par Val @ $1.00		5,082.84	-5,082.84
04/15/2024	Sweep - Buy Fidelity Gov Port III FCGXX 7053.75 Par Val @ $1.00		-7,053.75	7,053.75
04/16/2024	Sweep - Buy Fidelity Gov Port III FCGXX 12989.5 Par Val @ $1.00		-12,989.50	12,989.50
04/19/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 663788.87 Par Val @ $1.00		663,788.87	-663,788.87
04/22/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 206856.21 Par Val @ $1.00		206,856.21	-206,856.21
04/23/2024	Sweep - Buy Fidelity Gov Port III FCGXX 3285 Par Val @ $1.00		-3,285.00	3,285.00
04/30/2024	Sweep - Buy Fidelity Gov Port III FCGXX 77000 Par Val @ $1.00		-77,000.00	77,000.00

Account Transactions

Date	Description		Income	Principal	Carrying Value
		Sub Total	**0.00**	**365,050.38**	**-365,050.38**
	Ending Balances		**$ 2,565,676.88**	**$ -2,565,676.88**	**$ 62,433,811.85**

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

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

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

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

Exhibit A

City of South Pasadena

INVESTMENT REPORT
May 31, 2024

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD[1]	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	4.332%	29.70%	26,415,228.76	26,415,228.76
SUBTOTAL			29.70%	**$ 26,415,228.76**	**$ 26,415,228.76**
ZIONS BANK					
Money Market	See Exhibit B-1	4.970%	0.29%	257,789.78	257,789.78
Corporate Bonds	See Exhibit B-1	5.202%	20.52%	18,255,311.04	17,925,455.87
U.S. Obligations	See Exhibit B-1	4.677%	3.76%	3,344,341.55	3,308,512.65
U.S. Treasury Notes & Bonds	See Exhibit B-1	4.828%	45.73%	40,673,625.63	40,166,686.14
U.S. Obligations Variable	See Exhibit B-1	0.000%	0.00%	0.00	0.00
SUBTOTAL			70.30%	**$ 62,531,068.00**	**$ 61,658,444.44**
TOTAL INVESTMENTS			**100.00%**	**$ 88,946,296.76**	**$ 88,073,673.20**

BANK ACCOUNTS:

BMO (formerly Bank of the West) Accounts Balance	$ 13,287,052.54
BNY Mellon Uninvested Cash Balance[2]	$ 172,366.92

Footnotes:

[1] Yield on LAIF and Zions Money Market is based on Current Yield. Yield on investments held at Zions Bank is based on Yield to Worst (YTW).

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

Required Disclosures:

Average weighted maturity of the portfolio		630	DAYS
Average weighted total yield of the portfolio		4.750%	
Projected Expenditures for the next 6 months:			
Projected with Average of Year to Date Expenses:	$	33,897,186	***
Projected with FY 2024 Adopted Budget:	$	42,677,043	Using Adopted Budget FY 23-24 and divided by 2 for six month period

* Current market valuation is required for investments with maturities of more than twelve months.
**Differences between projected average and projected adopted is partly due to unspent CIP funds
*** 12-month CPI (All items - old base in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted) rate from May 2024

In compliance with the California Government Code Section 53646, as the City Treasurer of the City of South Pasadena, based on the information provided I hereby identify that the City is able to meet its expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



Zhen Tao, City Treasurer

11/14/2024
Date

Exhibit B-1

City of South Pasadena
Investments held at Zions Bank (managed by Morgan Stanley/Western Assets Management)
May 31, 2024

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
Money Market							
Fidelity Gov Port III FCGXX		257,790	4.970%	07/07/24	257,790	257,790	4.970%
Subtotal Corporate Bonds		**257,790**			**257,790**	**257,790**	**4.970%**
Corporate Bonds							
Paccar Financial Corp	69371RQ25	311,000	2.150%	08/15/24	**312,764**	308,855	5.520%
United Parcel Svcs Inc	911312BT2	311,000	2.200%	09/01/24	**310,208**	308,319	5.650%
Coca Cola Co	191216CL2	620,000	1.750%	09/06/24	**616,970**	614,286	5.480%
PNC Finl Svcs Group Inc	693475AY1	610,000	2.200%	11/01/24	**612,035**	601,361	5.770%
Pepsico Inc	713448EQ7	625,000	2.250%	03/19/25	**631,537**	610,025	5.370%
Target Corp	87612EBL9	635,000	2.250%	04/15/25	**637,298**	618,630	5.350%
US Bancorp	91159HHZ6	639,000	1.450%	05/12/25	**624,194**	615,121	5.550%
JPMorgan Chase & Co	46625HMN7	1,079,000	3.900%	07/15/25	**1,122,222**	1,060,501	5.460%
Bank Of America Corp	06051GFS3	779,000	3.875%	08/01/25	**814,912**	765,466	5.420%
Home Depot Inc	437076BK7	631,000	3.350%	09/15/25	**655,964**	616,069	5.260%
Bristol-Myers Squibb Co	110122DN5	654,000	0.750%	11/13/25	**603,878**	613,051	5.280%
Disney Walt Co	254687FV	324,000	1.750%	01/13/26	**300,018**	306,501	5.270%
Prudential Finl Inc	74432QCH6	327,000	1.500%	03/10/26	**314,768**	306,046	5.310%
Berkshire Hathaway Inc Del	084670BS6	637,000	3.125%	03/15/26	**618,494**	615,810	5.080%
Procter & Gamble Co	742718FP9	657,000	1.000%	04/23/26	**625,288**	611,068	4.870%
Schwab Charles Corp	808513BR5	687,000	1.150%	05/13/26	**647,419**	634,593	5.320%
Intel Corp	458140AU4	643,000	2.600%	05/19/26	**648,668**	611,771	5.270%
Bank New York Mellon Corp	06406RBJ5	619,000	4.414%	07/24/26	**615,699**	611,451	5.540%
Duke Energy Carolinas LLC	26442CAS35	321,000	2.950%	12/01/26	**303,727**	304,562	5.041%
Amazon Com Inc	023135CP9	453,000	4.550%	12/01/27	**456,647**	448,756	4.820%
State Str Corp	857477BS1	669,000	2.203%	02/07/28	**605,454**	619,412	5.140%
Comcast Corp New Sr Glbl Nt	20030NCA	981,000	3.150%	02/15/28	**918,923**	917,057	5.070%
Unitedhealth Group Inc Sr	91324PEP3	760,000	5.250%	02/15/28	**778,752**	766,797	4.920%
John Deere Capital	24422EWV7	616,000	4.900%	03/03/28	**623,256**	614,359	4.970%
General Dynamics Corp	369550BC	637,000	3.750%	05/15/28	**622,612**	610,811	4.890%
John Deere Capital Corp	742718FP9	612,000	4.950%	07/14/28	**617,749**	610,346	4.970%
Enterprise Products	24422EXB0	645,000	4.150%	10/16/28	**623,967**	622,124	5.000%
Abbvie Inc	00287Y109	785,000	4.250%	11/14/28	**765,720**	762,309	4.920%
Texas Instrument Inc. Sr. Global Note	882508CG	615,000	4.600%	02/08/29	**610,234**	608,042	4.810%
Marsh & McLennan Cos Inc.	571748BG	629,000	4.375%	03/15/29	**615,936**	611,956	5.000%
Subtotal Corporate Bonds		**18,511,000**			**18,255,311**	**17,925,456**	**5.202%**
U.S. Obligations							
Federal Home Loan Banks	3130AUU36	1,490,000	4.125%	03/13/26	**1,472,444**	1,470,356	4.910%
Federal Home Loan Banks	3130AWC24	1,875,000	4.000%	06/09/28	**1,871,897**	1,838,156	4.490%
Subtotal U.S. Obligations		**3,365,000**			**3,344,342**	**3,308,513**	**4.6767%**
U.S. Treasury Notes & Bonds							
U.S. Treasury Notes	91282CGG0	3,082,000	4.125%	01/31/25	3,055,718	3,058,674	5.280%

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
U.S. Treasury Notes	912828ZF0	3,229,000	0.500%	03/31/25	3,111,615	3,107,376	5.180%
U.S. Treasury Notes	912828ZW3	2,937,000	0.250%	06/30/25	2,784,524	2,788,161	5.110%
U.S. Treasury Notes	91282CAZ4	2,677,000	0.375%	11/30/25	2,522,816	2,499,021	5.010%
U.S. Treasury Notes	91282CBH3	2,863,000	0.375%	01/31/26	2,700,223	2,654,090	4.970%
U.S. Treasury Notes	91282CBT7	3,338,000	0.750%	03/31/26	3,148,941	3,096,386	4.910%
U.S. Treasury Notes	91282CHB0	3,269,000	3.625%	05/15/26	3,194,522	3,191,361	4.890%
U.S. Treasury Notes	91282CCW9	4,072,000	0.750%	08/31/26	3,815,783	3,721,903	4.800%
U.S. Treasury Notes	91282CFM8	3,763,000	4.125%	09/30/27	3,776,817	3,701,116	4.610%
U.S. Treasury Notes	91282CGH8	3,032,000	3.500%	01/31/28	2,997,996	2,917,353	4.570%
U.S. Treasury Notes	91282CHA2	4,400,000	3.500%	04/30/28	4,261,866	4,226,578	4.550%
U.S. Treasury Notes	91282CHQ	1,872,000	4.125%	07/31/28	1,867,253	1,839,094	4.520%
U.S. Treasury Notes	91282CJR	3,482,000	3.750%	12/31/28	3,435,554	3,365,571	4.490%
Subtotal Treasury Notes & Bonds		**42,016,000**			**40,673,626**	**40,166,686**	**4.828%**

U.S. Obligations Variable

Subtotal U.S. Obligations Variable		**-**			**-**	**-**	**0.000%**
Grand Total		**64,149,790**			**62,531,068**	**61,658,444**	**4.929%**

***** Any new investments are italicized and marked with an asterisk to the right.

Market Adj.	**872,624**
Estimated Income	**1,692,109**

Maturities

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

Withdrawals

Sales/Calls

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

[1] YTW was used in place of YTM for conservative approach to looking at the performance of the bonds. YTW considers the possibility to call the bonds if a call option is available, whereby the City's Investors may choose to call a bond to seek for better investments or to redeem the bond at ideal market conditions.

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
May 31, 2024

2016 Water Revenue Bonds

	Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
	BNY Mellon Project Fund									
1	Cash			1,007.75	0.000%	1,007.75	5.160%		1	
2	Morgan Stanley Treasury Portfolio			171,359.17	0.000%	171,359.17	5.160%		1	
	Subtotal Cash & Cash Equivalents			**172,366.92**	**0.000%**	**172,366.92**	**5.160%**		1	
	Total Project Fund			**172,366.92**	**0.000%**	**172,366.92**	**5.160%**		1	

Exhibit C

May 31, 2024
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
JULY	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716	75,797,212
AUGUST	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853	75,898,527
SEPTEMBER	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	62,025,768	72,673,251
OCTOBER	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	62,066,381	72,928,239
NOVEMBER	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	62,383,437	73,816,550
DECEMBER	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	62,346,272	74,622,956
JANUARY	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	63,037,830	75,026,715
FEBRUARY	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	62,673,423	74,572,924
MARCH	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	63,422,072	87,799,607
APRIL	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	63,662,118	87,625,460
MAY	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	75,814,301	88,073,673
JUNE	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	75,450,478	

* Note: Invested funds based on Market Value at the end of month.

City of South Pasadena

BMO (formerly Bank of the West) Accounts Balance

For May 2024 Investment Report

BMO - Operating ending 3688	13,119,819.00	31-May
BMO - Workers Comp ending 1936	118,112.52	31-May
BMO - Gen Liab ending 2413	49,121.02	31-May
Total BMO (formerly Bank of the West)	**13,287,052.54**	

City of South Pasadena
Projected Expenditures (Based off Prior Year Actuals)
For May 2024 Investment Report
Expenditures Six Months (Average of FY22-23 and projected 6 months)

Actual Expenditures

	FY 2023-24		FY 2022-23
Jul 2023	6,714,254.84	**Jul 2022**	5,905,656.69
Aug 2023	3,079,588.40	**Aug 2022**	5,165,837.61
Sep 2023	5,552,245.34	**Sep 2022**	3,755,745.24
Oct 2023	3,646,644.31	**Oct 2022**	4,460,060.06
Nov 2023	3,160,958.05	**Nov 2022**	3,046,781.06
Dec 2023	4,253,366.10	**Dec 2022**	4,103,477.12
Jan 2024	3,593,345.33	**Jan 2023**	3,407,429.00
Feb 2024	5,048,201.55	**Feb 2023**	3,056,251.54
Mar 2024	5,516,008.29	**Mar 2023**	4,638,541.21
Apr 2024	3,425,412.86	**Apr 2023**	3,909,596.79
May 2024	3,693,288.45	**May 2023**	3,846,612.08
Jun 2024		**Jun 2023**	19,964,954.05
	47,683,313.52		65,260,942.45
Avg per month	4,334,847	**Avg per month**	5,438,412
6 month actual projected	**26,009,080**	**6 month actual projected**	**32,630,471**

Adopted Budget

	FY 2023-24
Adopted Budget	85,354,086
Adopted 6 month	**42,677,043**

Difference between 6 month actual projected and 6 month adopted budget

6 month Adopted Budget	42,677,043	
6 month actual projected	33,897,186	*
	8,779,857	**

* 12-month CPI (Los Angeles, Long Beach, Anaheim) rate for the month of May 2024 (3.882%) was used.

**Differences between projected average and projected adopted is due to unspent CIP funds

ZIONS BANK®

Statement of Account

May 1, 2024 Through May 31, 2024

South Pasadena Custody

Account Number: 8048032

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

Please contact your administrator - Jacqueline Nowak
with any questions concerning your account.

Confidential And Privileged Information

Account Name : South Pasadena Custody **Account No : 8048032**

Cash Reconciliation

	Income	Principal
Opening Balance May 1, 2024	**$ 2,565,676.88**	**$ -2,565,676.88**
Receipts		
Sales	0.00	1,214,000.00
Interest	123,832.19	0.00
Dividends	2,168.34	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	**126,000.53**	**1,214,000.00**
Disbursements		
Purchases	0.00	-1,226,169.42
Fees	0.00	0.00
Other Disbursements	0.00	-24,967.80
Transfers	0.00	0.00
Total Disbursements	**0.00**	**-1,251,137.22**
Net Cash Management	0.00	-88,863.31
Closing Balance May 31, 2024	**$ 2,691,677.41**	**$ -2,691,677.41**

Portfolio Summary

May 31, 2024	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.42%	257,789.78	12,810.99	4.97%
Fixed Income	99.58%	61,400,654.66	1,683,714.48	2.74%
Total Portfolio	**100.00 %**	**61,658,444.44**	**1,696,525.47**	**2.75%**
Accrued Income		**415,196.47**		
Total Market Value		**62,073,640.91**		

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
	Money Market Funds - Taxable								
257,789.78	Fidelity Gov Port III FCGXX			257,789.78	1.00	257,789.78	12,810.99	4.97%	2,062.31
257,789.78	**** * Sub Totals * ****			**257,789.78**		**257,789.78**	**12,810.99**	**4.97%**	**2,062.31**
	Corporate Bonds (30/360)								
311,000	Paccar Financial Corp	2.150%	08/15/2024	312,763.60	99.31	308,855.38	6,686.50	2.16%	1,961.12
311,000	United Parcel Svcs Inc	2.200%	09/01/2024	310,207.67	99.14	308,318.76	6,842.00	2.22%	1,700.94
620,000	Coca Cola Co	1.750%	09/06/2024	616,970.04	99.08	614,286.38	10,850.00	1.77%	2,545.81
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	98.58	601,360.88	13,420.00	2.23%	1,087.09
625,000	Pepsico Inc	2.250%	03/19/2025	631,536.78	97.60	610,024.73	14,062.50	2.31%	2,788.93
635,000	Target Corp	2.250%	04/15/2025	637,297.81	97.42	618,630.48	14,287.50	2.31%	1,795.91
639,000	US Bancorp	1.450%	05/12/2025	624,194.04	96.26	615,121.44	9,265.50	1.51%	465.86
1,079,000	JPMorgan Chase & Co	3.900%	07/15/2025	1,122,222.21	98.29	1,060,500.91	42,081.00	3.97%	15,868.53
779,000	Bank Of America Corp	3.875%	08/01/2025	814,912.42	98.26	765,465.95	30,186.25	3.94%	10,033.98
631,000	Home Depot Inc	3.350%	09/15/2025	655,963.94	97.63	616,069.35	21,138.50	3.43%	4,428.46
654,000	Bristol-Myers Squibb Co	0.750%	11/13/2025	603,877.50	93.74	613,051.48	4,905.00	0.80%	232.92
324,000	Disney Walt Co	1.750%	01/13/2026	300,017.52	94.60	306,501.46	5,670.00	1.85%	2,169.80
327,000	Prudential Finl Inc	1.500%	03/10/2026	314,767.91	93.59	306,046.30	4,905.00	1.60%	1,096.09
637,000	Berkshire Hathaway Inc Del	3.125%	03/15/2026	618,494.37	96.67	615,809.62	19,906.25	3.23%	4,170.30
657,000	Procter & Gamble Co	1.000%	04/23/2026	625,287.88	93.01	611,068.18	6,570.00	1.08%	679.02
687,000	Schwab Charles Corp	1.150%	05/13/2026	647,419.02	92.37	634,593.13	7,900.50	1.24%	375.16
643,000	Intel Corp	2.600%	05/19/2026	648,667.58	95.14	611,771.18	16,718.00	2.73%	513.68
619,000	Bank New York Mellon Corp	4.414%	07/24/2026	615,699.30	98.78	611,450.87	27,322.66	4.47%	9,616.36
321,000	Duke Energy Carolinas Llc	2.950%	12/01/2026	303,726.99	94.88	304,561.65	9,469.50	3.11%	4,734.75
453,000	Amazon Com Inc	4.550%	12/01/2027	456,647.28	99.06	448,756.44	20,611.50	4.59%	10,305.75
669,000	State Str Corp	2.203%	02/07/2028	605,453.50	92.59	619,411.64	14,738.07	2.38%	4,651.96
981,000	Comcast Corp New Sr Glbl Nt	3.150%	02/15/2028	918,923.47	93.48	917,057.07	30,901.50	3.37%	9,063.29
760,000	Unitedhealth Group Inc Sr	5.250%	02/15/2028	778,752.24	100.89	766,796.56	39,900.00	5.20%	11,702.51
616,000	John Deere Capital	4.900%	03/03/2028	623,255.76	99.73	614,358.61	30,184.00	4.91%	7,335.22

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
637,000	General Dynamics Corp	3.750%	05/15/2028	622,611.84	95.89	610,810.66	23,887.50	3.91%	1,000.87
612,000	John Deere Capital Corp	4.950%	07/14/2028	617,748.72	99.73	610,346.07	30,294.00	4.96%	11,508.34
645,000	Enterprise Products	4.150%	10/16/2028	623,966.97	96.45	622,123.98	26,767.50	4.30%	3,289.86
785,000	Abbvie Inc	4.250%	11/14/2028	765,720.40	97.11	762,308.97	33,362.50	4.38%	1,491.06
615,000	Texas Instrs Inc Sr Glbl Nt	4.600%	02/08/2029	610,233.75	98.87	608,041.70	28,290.00	4.65%	8,850.50
629,000	Marsh & McLennan Cos Inc	4.375%	03/15/2029	615,935.67	97.29	611,956.04	27,518.75	4.50%	5,765.10
18,511,000	**** * Sub Totals * ****			**18,255,311.04**		**17,925,455.87**	**578,641.98**	**3.23%**	**141,229.17**
	U.S. Obligations								
1,490,000	Federal Home Loan Banks	4.125%	03/13/2026	1,472,444.30	98.68	1,470,356.38	61,462.50	4.18%	13,219.59
1,875,000	Federal Home Loan Banks	4.000%	06/09/2028	1,871,897.25	98.04	1,838,156.27	75,000.00	4.08%	35,824.02
3,365,000	**** * Sub Totals * ****			**3,344,341.55**		**3,308,512.65**	**136,462.50**	**4.12%**	**49,043.61**
	U.S. Treasury Notes & Bonds								
3,082,000	U S Treasury Notes	4.125%	01/31/2025	3,055,717.73	99.24	3,058,674.31	127,132.50	4.16%	42,261.08
3,229,000	U S Treasury Notes	0.500%	03/31/2025	3,111,614.59	96.23	3,107,376.42	16,145.00	0.52%	2,690.83
2,937,000	U S Treasury Notes	0.250%	06/30/2025	2,784,524.00	94.93	2,788,161.42	7,342.50	0.26%	3,066.10
2,677,000	U S Treasury Notes	0.375%	11/30/2025	2,522,815.80	93.35	2,499,021.31	10,038.75	0.40%	0.00
2,863,000	U S Treasury Notes	0.375%	01/31/2026	2,700,222.91	92.70	2,654,090.47	10,736.25	0.40%	3,568.92
3,338,000	U S Treasury Notes	0.750%	03/31/2026	3,148,940.81	92.76	3,096,386.18	25,035.00	0.81%	4,172.50
3,269,000	U S Treasury Notes	3.625%	05/15/2026	3,194,521.84	97.63	3,191,361.25	118,501.25	3.71%	5,152.23
4,072,000	U S Treasury Notes	0.750%	08/31/2026	3,815,783.18	91.40	3,721,903.45	30,540.00	0.82%	7,635.00
3,763,000	U S Treasury Notes	4.125%	09/30/2027	3,776,816.90	98.36	3,701,116.30	155,223.75	4.19%	25,870.63
3,032,000	U S Treasury Notes	3.500%	01/31/2028	2,997,995.53	96.22	2,917,352.50	106,120.00	3.64%	35,276.15
4,400,000	U S Treasury Notes	3.500%	04/30/2028	4,261,865.80	96.06	4,226,578.14	154,000.00	3.64%	12,972.83
1,872,000	U S Treasury Notes	4.125%	07/31/2028	1,867,252.98	98.24	1,839,093.76	77,220.00	4.20%	25,669.29
3,482,000	U S Treasury Notes	3.750%	12/31/2028	3,435,553.56	96.66	3,365,570.63	130,575.00	3.88%	54,525.82
42,016,000	**** * Sub Totals * ****			**40,673,625.63**		**40,166,686.14**	**968,610.00**	**2.41%**	**222,861.38**

Holdings

Shares / PV	Asset Description	Cost	Price	Market	Est Ann Inc	Yield	Acc Income
64,149,789.78	* * *Grand Totals* * *	62,531,068.00		61,658,444.44	1,696,525.47	2.75%	415,196.47

Cash Summary

Principal Cash	-2,691,677.41
Income Cash	2,691,677.41
Invested Income	0.00

Account Transactions

Date	Description		Income	Principal	Carrying Value
	Starting Balances		**$ 2,565,676.88**	**$ -2,565,676.88**	**$ 62,433,811.85**
	Interest				
05/01/2024	Interest		6,710.00		
	PNC Finl Svcs Group Inc 2.2000% 11/01/24				
05/13/2024	Interest		4,632.75		
	US Bancorp 1.4500% 05/12/25				
05/13/2024	Interest		3,950.25		
	Schwab Charles Corp 1.1500% 05/13/26				
05/13/2024	Interest		2,452.50		
	Bristol-Myers Squibb Co 0.7500% 11/13/25				
05/14/2024	Interest		16,681.25		
	Abbvie Inc 4.2500% 11/14/28				
05/15/2024	Interest		10,133.75		
	Ace Ina Hldgs Inc 3.3500% 05/15/24				
05/15/2024	Interest		7,993.13		
	Texas Instruments Inc 2.6250% 05/15/24				
05/15/2024	Interest		11,943.75		
	General Dynamics Corp 3.7500% 05/15/28				
05/15/2024	Interest		59,250.63		
	U S Treasury Notes 3.6250% 05/15/26				
05/20/2024	Interest		8,359.00		
	Intel Corp 2.6000% 05/19/26				
05/22/2024	Purchase Accrued Interest		-5,121.54		
	Marsh & McLennan Cos Inc 4.3750% 03/15/29				
05/22/2024	Purchase Accrued Interest		-8,172.66		
	Texas Instrs Inc Sr Glbl Nt 4.6000% 02/08/29				
05/31/2024	Interest		5,019.38		
	U S Treasury Notes 0.3750% 11/30/25				
		Sub Total	**123,832.19**	**0.00**	**0.00**
	Dividends				
05/01/2024	Dividend		2,168.34		
	Fidelity Gov Port III FCGXX				
	Interest From 04/01/2024 To 04/30/2024				

Account Transactions

Date	Description		Income	Principal	Carrying Value
		Sub Total	**2,168.34**	**0.00**	**0.00**
	Buys				
05/22/2024	Buy Marsh & McLennan Cos Inc 4.3750% 03/15/29 629000 Par Val @ $97.923			-615,935.67	615,935.67
05/22/2024	Buy Texas Instrs Inc Sr Glbl Nt 4.6000% 02/08/29 615000 Par Val @ $99.225			-610,233.75	610,233.75
		Sub Total	**0.00**	**-1,226,169.42**	**1,226,169.42**
	Sells				
05/15/2024	Maturity Ace Ina Hldgs Inc 3.3500% 05/15/24 605000 PV @ $ 100.00 Cost Basis Removed $588,857.55 Long Term Gain/Loss : $16,142.45			605,000.00	-588,857.55
05/15/2024	Maturity Texas Instruments Inc 2.6250% 05/15/24 609000 PV @ $ 100.00 Cost Basis Removed $612,441.68 Long Term Gain/Loss : $-3,441.68			609,000.00	-620,194.83
		Sub Total	**0.00**	**1,214,000.00**	**-1,209,052.38**
	Disbursements				
05/01/2024	Cash Disbursement Miscellaneous Disbursement Paid To : Franklin Templeton Private Portfolio Group, LLC Ref:2024-Q2-CITY0041, Per Sec. 9 of the Custody Agreement, Management Fee Invoice dtd 04-29-24 period from April 1, 2024 to June 30,2024			-18,489.51	
05/02/2024	Cash Disbursement Fee Paid To Bank - CC Paid To : Zions Bank Per Sec. 9 of The Agreement Custody Services Quarterly Administration Fee $500 ((October 2023 - December 2023) Security Purchase $80 Wire Transfer $75 Invoice No.			-655.00	

Account Transactions

Date	Description	Income	Principal	Carrying Value
	11803 Dated 01/11/24			
05/02/2024	Cash Disbursement		-605.00	
	Fee Paid To Bank - CC			
	Paid To : Zions Bank			
	Per Sec. 9 of The Agreement Custody Services Quarterly Administration Fee $500 (January 2024 - March 2024) Security Purchase $40 Security Sale $20 Wire Transfer $45 Invoice No. 12044 Dated 04/18/24			
05/21/2024	Cash Disbursement		-5,218.29	
	Miscellaneous Disbursement			
	Paid To : Morgan Stanley & Co. LLC			
	Per Sec. 9 of the Custody Agreement Inv#10823024128 dtd 05-07-24 Acct#255-138705 Inv#0108230			
	Sub Total	**0.00**	**-24,967.80**	**0.00**
	Other/Miscellaneous			
05/02/2024	Explanation			
	Market Fee received in the amount of $500.00. Per invoice dated 03/31/2024.			
05/02/2024	Explanation			
	Market Fee received in the amount of $500.00. Per invoice dated 12/31/2023.			
05/02/2024	Explanation			
	Miscellaneous Fee received in the amount of $155.00. Per invoice dated 05/02/2024.			
05/02/2024	Explanation			
	Miscellaneous Fee received in the amount of $105.00. Per invoice dated 05/02/2024.			
	Sub Total	**0.00**	**0.00**	**0.00**
	Cash Management			
05/01/2024	Sweep - Sell		9,611.17	-9,611.17
	Fidelity Gov Port III FCGXX			
	Sold 9611.17 Par Val @ $1.00			
05/02/2024	Sweep - Sell		1,260.00	-1,260.00
	Fidelity Gov Port III FCGXX			
	Sold 1260 Par Val @ $1.00			
05/13/2024	Sweep - Buy		-11,035.50	11,035.50
	Fidelity Gov Port III FCGXX			
	11035.5 Par Val @ $1.00			
05/14/2024	Sweep - Buy		-16,681.25	16,681.25

Account Transactions

Date	Description		Income	Principal	Carrying Value
	Fidelity Gov Port III FCGXX 16681.25 Par Val @ $1.00				
05/15/2024	Sweep - Buy Fidelity Gov Port III FCGXX 1303321.26 Par Val @ $1.00			-1,303,321.26	1,303,321.26
05/20/2024	Sweep - Buy Fidelity Gov Port III FCGXX 8359 Par Val @ $1.00			-8,359.00	8,359.00
05/21/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 5218.29 Par Val @ $1.00			5,218.29	-5,218.29
05/22/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 1239463.62 Par Val @ $1.00			1,239,463.62	-1,239,463.62
05/31/2024	Sweep - Buy Fidelity Gov Port III FCGXX 5019.38 Par Val @ $1.00			-5,019.38	5,019.38
		Sub Total	**0.00**	**-88,863.31**	**88,863.31**
	Ending Balances		**$ 2,691,677.41**	**$ -2,691,677.41**	**$ 62,539,792.20**

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

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

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

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

Exhibit A

City of South Pasadena

INVESTMENT REPORT
June 30, 2024

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD[1]	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	4.480%	29.68%	26,415,228.76	26,415,228.76
SUBTOTAL			29.68%	**$ 26,415,228.76**	**$ 26,415,228.76**
ZIONS BANK					
Money Market	See Exhibit B-1	4.970%	0.35%	307,304.59	307,304.59
Corporate Bonds	See Exhibit B-1	5.145%	20.51%	18,255,311.04	17,982,468.17
U.S. Obligations	See Exhibit B-1	4.573%	3.76%	3,344,341.55	3,323,392.74
U.S. Treasury Notes & Bonds	See Exhibit B-1	4.738%	45.70%	40,673,625.63	40,383,810.05
U.S. Obligations Variable	See Exhibit B-1	0.000%	0.00%	0.00	0.00
SUBTOTAL			70.32%	**$ 62,580,582.81**	**$ 61,996,975.55**
TOTAL INVESTMENTS			**100.00%**	**$ 88,995,811.57**	**$ 88,412,204.31**

BANK ACCOUNTS:

BMO (formerly Bank of the West) Accounts Balance	$ 13,454,283.77
BNY Mellon Uninvested Cash Balance[2]	$ 173,120.88

Footnotes:

[1] Yield on LAIF and Zions Money Market is based on Current Yield. Yield on investments held at Zions Bank is based on Yield to Worst (YTW).

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

Required Disclosures:

Average weighted maturity of the portfolio		610	DAYS
Average weighted total yield of the portfolio		4.738%	
Projected Expenditures for the next 6 months:			
Projected with Average of Year to Date Expenses:	$	33,674,320	***
Projected with FY 2024 Adopted Budget:	$	42,677,043	Using Adopted Budget FY 23-24 and divided by 2 for six month period

* Current market valuation is required for investments with maturities of more than twelve months.
**Differences between projected average and projected adopted is partly due to unspent CIP funds
*** 12-month CPI (All items - old base in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted) rate from June 2024

In compliance with the California Government Code Section 53646, as the City Treasurer of the City of South Pasadena, based on the information provided I hereby identify that the City is able to meet its expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



Zhen Tao, City Treasurer

11/14/2024
Date

Exhibit B-1

City of South Pasadena
Investments held at Zions Bank (managed by Morgan Stanley/Western Assets Management)
June 30, 2024

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
Money Market							
Fidelity Gov Port III FCGXX		307,305	4.970%	N/A	307,305	307,305	4.970%
Subtotal Corporate Bonds		**307,305**			**307,305**	**307,305**	**4.970%**
Corporate Bonds							
Paccar Financial Corp	69371RQ25	311,000	2.150%	08/15/24	312,764	309,666	5.420%
United Parcel Svcs Inc	911312BT2	311,000	2.200%	09/01/24	310,208	309,103	5.680%
Coca Cola Co	191216CL2	620,000	1.750%	09/06/24	616,970	615,555	5.560%
PNC Finl Svcs Group Inc	693475AY1	610,000	2.200%	11/01/24	612,035	603,054	5.580%
Pepsico Inc	713448EQ7	625,000	2.250%	03/19/25	631,537	611,690	5.280%
Target Corp	87612EBL9	635,000	2.250%	04/15/25	637,298	619,646	5.390%
US Bancorp	91159HHZ6	639,000	1.450%	05/12/25	624,194	617,214	5.500%
JPMorgan Chase & Co	46625HMN7	1,079,000	3.900%	07/15/25	1,122,222	1,062,382	5.430%
Bank Of America Corp	06051GFS3	779,000	3.875%	08/01/25	814,912	767,084	5.330%
Home Depot Inc	437076BK7	631,000	3.350%	09/15/25	655,964	617,033	5.250%
Bristol-Myers Squibb Co	110122DN5	654,000	0.750%	11/13/25	603,878	615,493	5.240%
Disney Walt Co	254687FV	324,000	1.750%	01/13/26	300,018	307,408	5.250%
Prudential Finl Inc	74432QCH6	327,000	1.500%	03/10/26	314,768	307,468	5.220%
Berkshire Hathaway Inc Del	084670BS6	637,000	3.125%	03/15/26	618,494	616,673	5.090%
Procter & Gamble Co	742718FP9	657,000	1.000%	04/23/26	625,288	613,513	4.840%
Schwab Charles Corp	808513BR5	687,000	1.150%	05/13/26	647,419	635,295	5.430%
Intel Corp	458140AU4	643,000	2.600%	05/19/26	648,668	612,625	5.250%
Bank New York Mellon Corp	06406RBJ5	619,000	4.414%	07/24/26	615,699	612,037	5.510%
Duke Energy Carolinas LLC	26442CAS35	321,000	2.950%	12/01/26	303,727	305,819	5.045%
Amazon Com Inc	023135CP9	453,000	4.550%	12/01/27	456,647	449,710	4.780%
State Str Corp	857477BS1	669,000	2.203%	02/07/28	605,454	622,501	5.080%
Comcast Corp New Sr Glbl Nt	20030NCA	981,000	3.150%	02/15/28	918,923	921,845	4.990%
Unitedhealth Group Inc Sr	91324PEP3	760,000	5.250%	02/15/28	778,752	770,240	4.830%
John Deere Capital	24422EWV7	616,000	4.900%	03/03/28	623,256	616,038	4.900%
General Dynamics Corp	369550BC	637,000	3.750%	05/15/28	622,612	613,175	4.820%
John Deere Capital Corp	742718FP9	612,000	4.950%	07/14/28	617,749	612,835	4.910%
Enterprise Products	24422EXB0	645,000	4.150%	10/16/28	623,967	623,878	5.000%
Abbvie Inc	00287Y109	785,000	4.250%	11/14/28	765,720	766,642	4.850%
Texas Instrument Inc. Sr. Global Note	882508CG	615,000	4.600%	02/08/29	610,234	611,866	4.720%
Marsh & McLennan Cos Inc.	571748BG	629,000	4.375%	03/15/29	615,936	614,982	4.480%
Subtotal Corporate Bonds		**18,511,000**			**18,255,311**	**17,982,468**	**5.145%**
U.S. Obligations							
Federal Home Loan Banks	3130AUU36	1,490,000	4.125%	03/13/26	1,472,444	1,472,541	4.840%
Federal Home Loan Banks	3130AWC24	1,875,000	4.000%	06/09/28	1,871,897	1,850,852	4.360%
Subtotal U.S. Obligations		**3,365,000**			**3,344,342**	**3,323,393**	**4.573%**
U.S. Treasury Notes & Bonds							
U.S. Treasury Notes	91282CGG0	3,082,000	4.125%	01/31/25	3,055,718	3,060,570	5.330%

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
U.S. Treasury Notes	912828ZF0	3,229,000	0.500%	03/31/25	3,111,615	3,118,602	5.160%
U.S. Treasury Notes	912828ZW3	2,937,000	0.250%	06/30/25	2,784,524	2,799,443	5.090%
U.S. Treasury Notes	91282CAZ4	2,677,000	0.375%	11/30/25	2,522,816	2,511,361	4.930%
U.S. Treasury Notes	91282CBH3	2,863,000	0.375%	01/31/26	2,700,223	2,668,294	4.870%
U.S. Treasury Notes	91282CBT7	3,338,000	0.750%	03/31/26	3,148,941	3,113,076	4.790%
U.S. Treasury Notes	91282CHB0	3,269,000	3.625%	05/15/26	3,194,522	3,202,343	4.770%
U.S. Treasury Notes	91282CCW9	4,072,000	0.750%	08/31/26	3,815,783	3,745,127	4.680%
U.S. Treasury Notes	91282CFM8	3,763,000	4.125%	09/30/27	3,776,817	3,721,548	4.490%
U.S. Treasury Notes	91282CGH8	3,032,000	3.500%	01/31/28	2,997,996	2,937,368	4.450%
U.S. Treasury Notes	91282CHA2	4,400,000	3.500%	04/30/28	4,261,866	4,258,203	4.420%
U.S. Treasury Notes	91282CHQ	1,872,000	4.125%	07/31/28	1,867,253	1,853,061	4.400%
U.S. Treasury Notes	91282CJR	3,482,000	3.750%	12/31/28	3,435,554	3,394,814	4.370%
Subtotal Treasury Notes & Bonds		**42,016,000**			**40,673,626**	**40,383,810**	**4.738%**
U.S. Obligations Variable							
Subtotal U.S. Obligations Variable		**-**			**-**	**-**	**0.000%**
Grand Total		**64,199,305**			**62,580,583**	**61,996,976**	**4.848%**

***** Any new investments are italicized and marked with an asterisk to the right.

Market Adj.	**583,607**
Estimated Income	**1,692,109**

Maturities

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

Withdrawals

Sales/Calls

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

[1] YTW was used in place of YTM for conservative approach to looking at the performance of the bonds. YTW considers the possibility to call the bonds if a call option is available, whereby the City's Investors may choose to call a bond to seek for better investments or to redeem the bond at ideal market conditions.

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
June 30, 2024

2016 Water Revenue Bonds

	Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
	BNY Mellon Project Fund									
1	Cash			1,012.09	0.000%	1,012.09	5.160%		1	
2	Morgan Stanley Treasury Portfolio			172,108.79	0.000%	172,108.79	5.160%		1	
	Subtotal Cash & Cash Equivalents			**173,120.88**	**0.000%**	**173,120.88**	**5.160%**		1	
	Total Project Fund			**173,120.88**	**0.000%**	**173,120.88**	**5.160%**		1	

Exhibit C

June 30, 2024
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
JULY	20,958,651	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716	75,797,212
AUGUST	12,658,088	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853	75,898,527
SEPTEMBER	19,715,369	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	62,025,768	72,673,251
OCTOBER	17,221,779	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	62,066,381	72,928,239
NOVEMBER	17,221,849	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	62,383,437	73,816,550
DECEMBER	20,603,990	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	62,346,272	74,622,956
JANUARY	26,309,319	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	63,037,830	75,026,715
FEBRUARY	26,260,788	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	62,673,423	74,572,924
MARCH	26,315,158	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	63,422,072	87,799,607
APRIL	26,326,876	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	63,662,118	87,625,460
MAY	26,310,240	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	75,814,301	88,603,229
JUNE	29,289,712	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	75,450,478	88,412,204

* Note: Invested funds based on Market Value at the end of month.

City of South Pasadena

BMO (formerly Bank of the West) Accounts Balance

For June 2024 Investment Report

BMO - Operating ending 3688	12,899,388.96	30-Jun
BMO - Workers Comp ending 1936	189,808.08	30-Jun
BMO - Gen Liab ending 2413	365,086.73	30-Jun
Total BMO (formerly Bank of the West)	**13,454,283.77**	

City of South Pasadena
Projected Expenditures (Based off Prior Year Actuals)
For June 2024 Investment Report
Expenditures Six Months (Average of FY22-23 and projected 6 months)

Actual Expenditures

	FY 2023-24		FY 2022-23
Jul 2023	6,714,254.84	**Jul 2022**	5,905,656.69
Aug 2023	3,079,588.40	**Aug 2022**	5,165,837.61
Sep 2023	5,552,245.34	**Sep 2022**	3,755,745.24
Oct 2023	3,646,644.31	**Oct 2022**	4,460,060.06
Nov 2023	3,160,958.05	**Nov 2022**	3,046,781.06
Dec 2023	4,253,366.10	**Dec 2022**	4,103,477.12
Jan 2024	3,593,345.33	**Jan 2023**	3,407,429.00
Feb 2024	5,048,201.55	**Feb 2023**	3,056,251.54
Mar 2024	5,516,008.29	**Mar 2023**	4,638,541.21
Apr 2024	3,425,412.86	**Apr 2023**	3,909,596.79
May 2024	3,693,288.45	**May 2023**	3,846,612.08
Jun 2024	10,471,169.95	**Jun 2023**	19,964,954.05
	58,154,483.47		65,260,942.45
Avg per month	4,846,207	**Avg per month**	5,438,412
6 month actual projected	**29,077,242**	**6 month actual projected**	**32,630,471**

Adopted Budget

	FY 2023-24
Adopted Budget	85,354,086
Adopted 6 month	**42,677,043**

Difference between 6 month actual projected and 6 month adopted budget

6 month Adopted Budget	42,677,043	
6 month actual projected	33,674,320	*
	9,002,723	**

* Applying the 12-month CPI (Los Angeles, Long Beach, Anaheim) rate for the month of June 2024 (3.199%) .
**Differences between projected average and projected adopted is due to unspent CIP funds

ZIONS BANK®

Statement of Account

June 1, 2024 Through June 30, 2024

South Pasadena Custody

Account Number: 8048032

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

Please contact your administrator - Jacqueline Nowak
with any questions concerning your account.

Confidential And Privileged Information

Account Name : South Pasadena Custody **Account No : 8048032**

Cash Reconciliation

	Income	Principal
Opening Balance June 1, 2024	**$ 2,691,677.41**	**$ -2,691,677.41**
Receipts		
Sales	0.00	0.00
Interest	52,540.50	0.00
Dividends	2,062.31	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	**54,602.81**	**0.00**
Disbursements		
Purchases	0.00	0.00
Fees	0.00	0.00
Other Disbursements	0.00	-5,088.00
Transfers	0.00	0.00
Total Disbursements	**0.00**	**-5,088.00**
Net Cash Management	0.00	-49,514.81
Closing Balance June 30, 2024	**$ 2,746,280.22**	**$ -2,746,280.22**

Portfolio Summary

June 30, 2024	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.50%	307,304.59	15,264.25	4.97%
Fixed Income	99.50%	61,689,670.96	1,683,714.48	2.73%
Total Portfolio	**100.00 %**	**61,996,975.55**	**1,698,978.73**	**2.74%**
Accrued Income		**500,909.11**		
Total Market Value		**62,497,884.66**		

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
	Money Market Funds - Taxable								
307,304.59	Fidelity Gov Port III FCGXX			307,304.59	1.00	307,304.59	15,264.25	4.97%	1,217.97
307,304.59	**** * Sub Totals * ****			**307,304.59**		**307,304.59**	**15,264.25**	**4.97%**	**1,217.97**
	Corporate Bonds (30/360)								
311,000	Paccar Financial Corp	2.150%	08/15/2024	312,763.60	99.57	309,666.07	6,686.50	2.16%	2,521.45
311,000	United Parcel Svcs Inc	2.200%	09/01/2024	310,207.67	99.39	309,102.52	6,842.00	2.21%	2,274.30
620,000	Coca Cola Co	1.750%	09/06/2024	616,970.04	99.28	615,554.93	10,850.00	1.76%	3,455.03
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	98.86	603,054.22	13,420.00	2.23%	2,211.68
625,000	Pepsico Inc	2.250%	03/19/2025	631,536.78	97.87	611,690.26	14,062.50	2.30%	3,967.35
635,000	Target Corp	2.250%	04/15/2025	637,297.81	97.58	619,645.87	14,287.50	2.31%	2,993.19
639,000	US Bancorp	1.450%	05/12/2025	624,194.04	96.59	617,213.72	9,265.50	1.50%	1,242.30
1,079,000	JPMorgan Chase & Co	3.900%	07/15/2025	1,122,222.21	98.46	1,062,381.51	42,081.00	3.96%	19,394.87
779,000	Bank Of America Corp	3.875%	08/01/2025	814,912.42	98.47	767,083.54	30,186.25	3.94%	12,563.55
631,000	Home Depot Inc	3.350%	09/15/2025	655,963.94	97.79	617,033.16	21,138.50	3.43%	6,199.84
654,000	Bristol-Myers Squibb Co	0.750%	11/13/2025	603,877.50	94.11	615,492.54	4,905.00	0.80%	643.95
324,000	Disney Walt Co	1.750%	01/13/2026	300,017.52	94.88	307,408.02	5,670.00	1.84%	2,644.94
327,000	Prudential Finl Inc	1.500%	03/10/2026	314,767.91	94.03	307,468.25	4,905.00	1.60%	1,507.12
637,000	Berkshire Hathaway Inc Del	3.125%	03/15/2026	618,494.37	96.81	616,672.60	19,906.25	3.23%	5,838.43
657,000	Procter & Gamble Co	1.000%	04/23/2026	625,287.88	93.38	613,512.52	6,570.00	1.07%	1,229.58
687,000	Schwab Charles Corp	1.150%	05/13/2026	647,419.02	92.47	635,295.29	7,900.50	1.24%	1,037.22
643,000	Intel Corp	2.600%	05/19/2026	648,667.58	95.28	612,625.22	16,718.00	2.73%	1,914.63
619,000	Bank New York Mellon Corp	4.414%	07/24/2026	615,699.30	98.88	612,036.76	27,322.66	4.46%	11,905.96
321,000	Duke Energy Carolinas Llc	2.950%	12/01/2026	303,726.99	95.27	305,819.45	9,469.50	3.10%	767.08
453,000	Amazon Com Inc	4.550%	12/01/2027	456,647.28	99.27	449,710.11	20,611.50	4.58%	1,669.65
669,000	State Str Corp	2.203%	02/07/2028	605,453.50	93.05	622,501.43	14,738.07	2.37%	5,886.99
981,000	Comcast Corp New Sr Glbl Nt	3.150%	02/15/2028	918,923.47	93.97	921,845.16	30,901.50	3.35%	11,652.80
760,000	Unitedhealth Group Inc Sr	5.250%	02/15/2028	778,752.24	101.35	770,239.69	39,900.00	5.18%	15,046.09
616,000	John Deere Capital	4.900%	03/03/2028	623,255.76	100.01	616,038.30	30,184.00	4.90%	9,864.60

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
637,000	General Dynamics Corp	3.750%	05/15/2028	622,611.84	96.26	613,174.95	23,887.50	3.90%	3,002.62
612,000	John Deere Capital Corp	4.950%	07/14/2028	617,748.72	100.14	612,834.59	30,294.00	4.94%	14,046.94
645,000	Enterprise Products	4.150%	10/16/2028	623,966.97	96.73	623,877.82	26,767.50	4.29%	5,532.95
785,000	Abbvie Inc	4.250%	11/14/2028	765,720.40	97.66	766,641.64	33,362.50	4.35%	4,286.80
615,000	Texas Instrs Inc Sr Glbl Nt	4.600%	02/08/2029	610,233.75	99.49	611,865.58	28,290.00	4.62%	11,221.17
629,000	Marsh & McLennan Cos Inc	4.375%	03/15/2029	615,935.67	97.77	614,982.45	27,518.75	4.47%	8,071.14
18,511,000	**** * Sub Totals * ****			**18,255,311.04**		**17,982,468.17**	**578,641.98**	**3.22%**	**174,594.22**
	U.S. Obligations								
1,490,000	Federal Home Loan Banks	4.125%	03/13/2026	1,472,444.30	98.83	1,472,540.81	61,462.50	4.17%	18,370.08
1,875,000	Federal Home Loan Banks	4.000%	06/09/2028	1,871,897.25	98.71	1,850,851.93	75,000.00	4.05%	4,399.44
3,365,000	**** * Sub Totals * ****			**3,344,341.55**		**3,323,392.74**	**136,462.50**	**4.11%**	**22,769.52**
	U.S. Treasury Notes & Bonds								
3,082,000	U S Treasury Notes	4.125%	01/31/2025	3,055,717.73	99.30	3,060,570.48	127,132.50	4.15%	52,739.03
3,229,000	U S Treasury Notes	0.500%	03/31/2025	3,111,614.59	96.58	3,118,602.27	16,145.00	0.52%	4,014.19
2,937,000	U S Treasury Notes	0.250%	06/30/2025	2,784,524.00	95.32	2,799,442.84	7,342.50	0.26%	3,671.25
2,677,000	U S Treasury Notes	0.375%	11/30/2025	2,522,815.80	93.81	2,511,360.63	10,038.75	0.40%	822.85
2,863,000	U S Treasury Notes	0.375%	01/31/2026	2,700,222.91	93.20	2,668,293.64	10,736.25	0.40%	4,453.77
3,338,000	U S Treasury Notes	0.750%	03/31/2026	3,148,940.81	93.26	3,113,076.18	25,035.00	0.80%	6,224.55
3,269,000	U S Treasury Notes	3.625%	05/15/2026	3,194,521.84	97.96	3,202,343.06	118,501.25	3.70%	14,812.66
4,072,000	U S Treasury Notes	0.750%	08/31/2026	3,815,783.18	91.97	3,745,126.55	30,540.00	0.82%	10,124.67
3,763,000	U S Treasury Notes	4.125%	09/30/2027	3,776,816.90	98.90	3,721,548.22	155,223.75	4.17%	38,593.88
3,032,000	U S Treasury Notes	3.500%	01/31/2028	2,997,995.53	96.88	2,937,368.43	106,120.00	3.61%	44,022.31
4,400,000	U S Treasury Notes	3.500%	04/30/2028	4,261,865.80	96.78	4,258,203.14	154,000.00	3.62%	25,527.17
1,872,000	U S Treasury Notes	4.125%	07/31/2028	1,867,252.98	98.99	1,853,060.62	77,220.00	4.17%	32,033.57
3,482,000	U S Treasury Notes	3.750%	12/31/2028	3,435,553.56	97.50	3,394,813.99	130,575.00	3.85%	65,287.50
42,016,000	**** * Sub Totals * ****			**40,673,625.63**		**40,383,810.05**	**968,610.00**	**2.40%**	**302,327.40**

Holdings

Shares / PV	Asset Description	Cost	Price	Market	Est Ann Inc	Yield	Acc Income
64,199,304.59	* * *Grand Totals* * *	62,580,582.81		61,996,975.55	1,698,978.73	2.74%	500,909.11

Cash Summary

Principal Cash	-2,746,280.22
Income Cash	2,746,280.22
Invested Income	0.00

Account Transactions

Date	Description		Income	Principal	Carrying Value
	Starting Balances		**$ 2,691,677.41**	**$ -2,691,677.41**	**$ 62,539,792.20**
	Interest				
06/03/2024	Interest Duke Energy Carolinas Llc 2.9500% 12/01/26		4,734.75		
06/03/2024	Interest Amazon Com Inc 4.5500% 12/01/27		10,305.75		
06/10/2024	Interest Federal Home Loan Banks 4.0000% 06/09/28		37,500.00		
		Sub Total	**52,540.50**	**0.00**	**0.00**
	Dividends				
06/03/2024	Dividend Fidelity Gov Port III FCGXX Interest From 05/01/2024 To 05/31/2024		2,062.31		
		Sub Total	**2,062.31**	**0.00**	**0.00**
	Disbursements				
06/27/2024	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per Sec. 9 of the Custody Agreement Inv#10823024159 dtd 06-07-24 Acct#255-138705 Inv#0108230			-5,088.00	
		Sub Total	**0.00**	**-5,088.00**	**0.00**
	Cash Management				
06/03/2024	Sweep - Buy Fidelity Gov Port III FCGXX 17102.81 Par Val @ $1.00			-17,102.81	17,102.81
06/10/2024	Sweep - Buy Fidelity Gov Port III FCGXX 37500 Par Val @ $1.00			-37,500.00	37,500.00
06/27/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 5088 Par Val @ $1.00			5,088.00	-5,088.00

Account Transactions

Date	Description		Income	Principal	Carrying Value
		Sub Total	**0.00**	**-49,514.81**	**49,514.81**
	Ending Balances		**$ 2,746,280.22**	**$ -2,746,280.22**	**$ 62,589,307.01**

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

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

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

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

Exhibit A

City of South Pasadena

INVESTMENT REPORT
July 31, 2024

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD[1]	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	4.516%	26.54%	22,713,463	22,713,463
SUBTOTAL			26.54%	**$ 22,713,463**	**$ 22,713,463**
ZIONS BANK					
Money Market	See Exhibit B-1	4.970%	0.21%	178,540	178,540
Corporate Bonds	See Exhibit B-1	4.911%	21.39%	18,304,885	18,183,829
U.S. Obligations	See Exhibit B-1	4.572%	3.91%	3,344,342	3,349,890
U.S. Treasury Notes & Bonds	See Exhibit B-1	4.281%	47.95%	41,031,778	41,156,549
SUBTOTAL			73.46%	**62,859,544**	**62,868,808**
TOTAL INVESTMENTS			**100.00%**	**85,573,007**	**85,582,271**

BANK ACCOUNTS:

BMO (formerly Bank of the West) Accounts Balance	$	10,062,403
BNY Mellon Uninvested Cash Balance[2]	$	173,853

Footnotes:

[1] Yield on LAIF and Zions Money Market is based on Current Yield. Yield on investments held at Zions Bank is based on Yield to Worst (YTW).

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

Required Disclosures:

Average weighted maturity of the portfolio		708	DAYS
Average weighted total yield of the portfolio		4.490%	
Projected Expenditures for the next 6 months:			
Projected with Average of Year to Date Expenses:	$	39,092,325	***
Projected with FY 2024-25 Adopted Budget:	$	42,202,195	Using Adopted Budget FY 24-25 and divided by 2 for six month period

* Current market valuation is required for investments with maturities of more than twelve months.
**Differences between projected average and projected adopted is partly due to unspent CIP funds
*** 12-month CPI (All items - old base in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted) rate from July 2024

In compliance with the California Government Code Section 53646, as the City Treasurer of the City of South Pasadena, based on the information provided I hereby identify that the City is able to meet its expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



Zhen Tao, City Treasurer

11/14/2024
Date

Exhibit B-1

City of South Pasadena
Investments held at Zions Bank (managed by Morgan Stanley/Western Assets Management)
July 31, 2024

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
Money Market							
Fidelity Gov Port III FCGXX		178,540	4.970%	N/A	178,540	178,540	4.970%
Subtotal Corporate Bonds		**178,540**			**178,540**	**178,540**	**4.970%**
Corporate Bonds							
Paccar Financial Corp	69371RQ25	311,000	2.150%	08/15/24	312,764	310,556	5.780%
United Parcel Svcs Inc	911312BT2	311,000	2.200%	09/01/24	310,208	310,029	5.910%
Coca Cola Co	191216CL2	620,000	1.750%	09/06/24	616,970	617,623	5.670%
PNC Finl Svcs Group Inc	693475AY1	610,000	2.200%	11/01/24	612,035	604,623	5.740%
Pepsico Inc	713448EQ7	625,000	2.250%	03/19/25	631,537	613,371	5.270%
Target Corp	87612EBL9	635,000	2.250%	04/15/25	637,298	622,914	5.020%
US Bancorp	91159HHZ6	639,000	1.450%	05/12/25	624,194	620,361	5.310%
JPMorgan Chase & Co	46625HMN7	1,114,000	3.900%	07/15/25	1,156,791	1,100,597	5.210%
Bank Of America Corp	06051GFS3	779,000	3.875%	08/01/25	814,912	769,513	5.140%
Home Depot Inc	437076BK7	631,000	3.350%	09/15/25	655,964	620,658	4.870%
Bristol-Myers Squibb Co	110122DN5	654,000	0.750%	11/13/25	603,878	620,971	4.860%
Disney Walt Co	254687FV	324,000	1.750%	01/13/26	300,018	310,002	4.870%
Prudential Finl Inc	74432QCH6	327,000	1.500%	03/10/26	314,768	310,276	4.840%
Berkshire Hathaway Inc Del	084670BS6	637,000	3.125%	03/15/26	618,494	623,267	4.520%
Procter & Gamble Co	742718FP9	657,000	1.000%	04/23/26	625,288	619,865	4.430%
Schwab Charles Corp	808513BR5	687,000	1.150%	05/13/26	647,419	641,757	5.060%
Intel Corp	458140AU4	643,000	2.600%	05/19/26	648,668	618,357	5.250%
Bank New York Mellon Corp	06406RBJ5	619,000	4.414%	07/24/26	615,699	613,891	5.270%
Duke Energy Carolinas LLC	26442CAS35	321,000	2.950%	12/01/26	303,727	308,884	4.674%
Amazon Com Inc	023135CP9	468,000	4.550%	12/01/27	471,652	469,684	4.430%
State Str Corp	857477BS1	669,000	2.203%	02/07/28	605,454	628,953	4.750%
Comcast Corp New Sr Glbl Nt	20030NCA	981,000	3.150%	02/15/28	918,923	933,115	4.660%
Unitedhealth Group Inc Sr	91324PEP3	760,000	5.250%	02/15/28	778,752	777,968	4.500%
John Deere Capital	24422EWV7	616,000	4.850%	03/03/28	623,256	622,888	4.560%
General Dynamics Corp	369550BC	637,000	3.750%	05/15/28	622,612	619,934	4.530%
John Deere Capital Corp	24422EXB0	612,000	4.950%	07/14/28	617,749	621,045	4.540%
Enterprise Products	29379VBT	645,000	4.150%	10/16/28	623,967	632,581	4.660%
Abbvie Inc	00287YBF	785,000	4.250%	11/14/28	765,720	776,840	4.520%
Texas Instrument Inc. Sr. Global Note	882508CG	615,000	4.600%	02/08/29	610,234	619,913	4.720%
Marsh & McLennan Cos Inc.	571748BG	629,000	4.375%	03/15/29	615,936	623,392	4.480%
Subtotal Corporate Bonds		**18,561,000**			**18,304,885**	**18,183,829**	**4.911%**
U.S. Obligations							
Federal Home Loan Banks	3130AUU36	1,490,000	4.125%	03/13/26	1,472,444	1,481,580	4.840%
Federal Home Loan Banks	3130AWC24	1,875,000	4.000%	06/09/28	1,871,897	1,868,310	4.360%
Subtotal U.S. Obligations		**3,365,000**			**3,344,342**	**3,349,890**	**4.572%**
U.S. Treasury Notes & Bonds							
U.S. Treasury Notes	912797HE	100,000	0.000%	10/31/24	98,572	98,702	5.220%
U.S. Treasury Notes	912828ZW	2,987,000	0.250%	06/30/25	2,832,415	2,866,563	4.800%
U.S. Treasury Notes	91282CAZ4	2,677,000	0.375%	11/30/25	2,522,816	2,531,856	4.610%
U.S. Treasury Notes	91282CBH3	2,863,000	0.375%	01/31/26	2,700,223	2,691,444	4.550%
U.S. Treasury Notes	91282CBT7	3,363,000	0.750%	03/31/26	3,172,391	3,163,979	4.470%
U.S. Treasury Notes	91282CHB0	5,243,000	3.625%	05/15/26	5,136,521	5,171,728	4.420%
U.S. Treasury Notes	91282CCW9	4,072,000	0.750%	08/31/26	3,815,783	3,784,892	4.320%

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
U.S. Treasury Notes	91282CFM8	3,763,000	4.125%	09/30/27	3,776,817	3,764,323	4.110%
U.S. Treasury Notes	91282CGH8	3,032,000	3.500%	01/31/28	2,997,996	2,973,847	4.090%
U.S. Treasury Notes	91282CHA2	4,400,000	3.500%	04/30/28	4,261,866	4,312,859	4.070%
U.S. Treasury Notes	91282CHQ	1,872,000	4.125%	07/31/28	1,867,253	1,876,680	4.060%
U.S. Treasury Notes	91282CJR	3,532,000	3.750%	12/31/28	3,484,686	3,492,127	4.030%
U.S. Treasury Notes	91282CKX	4,381,000	4.250%	06/30/29	4,364,440	4,427,548	4.010%
Subtotal Treasury Notes & Bonds		**42,285,000**			**41,031,778**	**41,156,549**	**4.281%**
U.S. Obligations Variable							
Subtotal U.S. Obligations Variable		**-**			**-**	**-**	**0.000%**
Grand Total		**64,389,540**			**62,859,544**	**62,868,808**	**4.480%**

***** Any new investments are italicized and marked with an asterisk to the right.

Market Adj.	**(9,264)**
Estimated Income	**1,810,987**

Maturities

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

Withdrawals

Sales/Calls

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

[1] YTW was used in place of YTM for conservative approach to looking at the performance of the bonds. YTW considers the possibility to call the bonds if a call option is available, whereby the City's Investors may choose to call a bond to seek for better investments or to redeem the bond at ideal market conditions.

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
July 31, 2024

2016 Water Revenue Bonds

	Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
	BNY Mellon Project Fund									
1	Cash			1,016	0.000%	1,016	5.160%		1	
2	Morgan Stanley Treasury Portfolio			172,836	0.000%	172,836	5.160%		1	
	Subtotal Cash & Cash Equivalents			**173,853**	**0.000%**	**173,853**	**5.160%**		1	
	Total Project Fund			**173,853**	**0.000%**	**173,853**	**5.160%**		1	

Exhibit C

July 31, 2024
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
JULY	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716	75,797,212	85,582,271
AUGUST	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853	75,898,527	
SEPTEMBER	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	62,025,768	72,673,251	
OCTOBER	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	62,066,381	72,928,239	
NOVEMBER	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	62,383,437	73,816,550	
DECEMBER	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	62,346,272	74,622,956	
JANUARY	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	63,037,830	75,026,715	
FEBRUARY	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	62,673,423	74,572,924	
MARCH	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	63,422,072	87,799,607	
APRIL	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	63,662,118	87,625,460	
MAY	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	75,814,301	88,603,229	
JUNE	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	75,450,478	88,403,497	

* Note: Invested funds based on Market Value at the end of month.

City of South Pasadena

BMO (formerly Bank of the West) Accounts Balance

For July 2024 Investment Report

BMO - Operating ending 3688	$	8,990,919	31-Jul
BMO - Workers Comp ending 1936		706,523	31-Jul
BMO - Gen Liab ending 2413		364,962	31-Jul
Total BMO (formerly Bank of the West)	**$**	**10,062,403**	

City of South Pasadena
Projected Expenditures (Based off Prior Year Actuals)
For July 2024 Investment Report
Expenditures Six Months (Average of FY23-24 and projected 6 months)

Actual Expenditures

	FY 2023-24		FY 2023-24
July-24	8,423,496.79	**July-23**	6,714,254.84
August-24	4,747,573.98	**August-23**	3,079,588.40
September-24	5,729,449.75	**September-23**	5,552,245.34
October-24		**October-23**	3,646,644.31
November-24		**November-23**	3,160,958.05
December-24		**December-23**	4,253,366.10
January-25		**January-24**	3,593,345.33
February-25		**February-24**	5,048,201.55
March-25		**March-24**	5,516,008.29
April-25		**April-24**	3,425,412.86
May-25		**May-24**	3,693,288.45
June-25		**June-24**	10,471,169.95
	18,900,520.52		58,154,483.47
Avg per month	6,300,174	**Avg per month**	4,846,207
6 month actual projected	**37,801,041**	**6 month actual projected**	**29,077,242**

Adopted Budget

	FY 2024-25
Adopted Budget	84,404,389
Adopted 6 month	**42,202,195**

Difference between 6 month actual projected and 6 month adopted budget

6 month Adopted Budget	42,202,195	
6 month actual projected	39,092,325	*
	3,109,870	**

* Applying the 12-month CPI (Los Angeles, Long Beach, Anaheim) rate for the month of July 2024 (3.416%) .
**Differences between projected average and projected adopted is due to unspent CIP funds

ZIONS BANK®

Statement of Account

July 1, 2024 Through July 31, 2024

South Pasadena Custody

Account Number: 8048032

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

Please contact your administrator - Jacqueline Nowak
with any questions concerning your account.

Confidential And Privileged Information

Account Name : South Pasadena Custody **Account No : 8048032**

Cash Reconciliation

	Income	Principal
Opening Balance July 1, 2024	**$ 2,746,280.22**	**$ -2,746,280.22**
Receipts		
Sales	0.00	6,185,291.72
Interest	265,077.33	0.00
Dividends	1,217.97	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	**266,295.30**	**6,185,291.72**
Disbursements		
Purchases	0.00	-6,575,058.45
Fees	0.00	0.00
Other Disbursements	0.00	-5,293.54
Transfers	0.00	0.00
Total Disbursements	**0.00**	**-6,580,351.99**
Net Cash Management	0.00	128,764.97
Closing Balance July 31, 2024	**$ 3,012,575.52**	**$ -3,012,575.52**

Portfolio Summary

July 31, 2024	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.28%	178,539.62	8,878.09	4.97%
Fixed Income	99.72%	62,690,268.55	1,807,571.26	2.88%
Total Portfolio	**100.00 %**	**62,868,808.17**	**1,816,449.35**	**2.89%**
Accrued Income		**385,751.84**		
Total Market Value		**63,254,560.01**		

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
	Money Market Funds - Taxable								
178,539.62	Fidelity Gov Port III FCGXX			178,539.62	1.00	178,539.62	8,878.09	4.97%	1,013.42
178,539.62	**** * Sub Totals * ****			**178,539.62**		**178,539.62**	**8,878.09**	**4.97%**	**1,013.42**
	Corporate Bonds (30/360)								
311,000	Paccar Financial Corp	2.150%	08/15/2024	312,763.60	99.86	310,555.98	6,686.50	2.15%	3,081.77
311,000	United Parcel Svcs Inc	2.200%	09/01/2024	310,207.67	99.69	310,029.42	6,842.00	2.21%	2,847.65
620,000	Coca Cola Co	1.750%	09/06/2024	616,970.04	99.62	617,622.77	10,850.00	1.76%	4,364.25
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	99.12	604,622.62	13,420.00	2.22%	3,336.26
625,000	Pepsico Inc	2.250%	03/19/2025	631,536.78	98.14	613,371.08	14,062.50	2.29%	5,145.78
635,000	Target Corp	2.250%	04/15/2025	637,297.81	98.10	622,914.18	14,287.50	2.29%	4,190.47
639,000	US Bancorp	1.450%	05/12/2025	624,194.04	97.08	620,360.60	9,265.50	1.49%	2,018.74
1,114,000	JPMorgan Chase & Co	3.900%	07/15/2025	1,156,791.36	98.80	1,100,597.42	43,446.00	3.95%	1,820.36
779,000	Bank Of America Corp	3.875%	08/01/2025	814,912.42	98.78	769,512.82	30,186.25	3.92%	15,093.13
631,000	Home Depot Inc	3.350%	09/15/2025	655,963.94	98.36	620,658.07	21,138.50	3.41%	7,971.22
654,000	Bristol-Myers Squibb Co	0.750%	11/13/2025	603,877.50	94.95	620,971.44	4,905.00	0.79%	1,054.99
324,000	Disney Walt Co	1.750%	01/13/2026	300,017.52	95.68	310,001.51	5,670.00	1.83%	269.25
327,000	Prudential Finl Inc	1.500%	03/10/2026	314,767.91	94.89	310,276.46	4,905.00	1.58%	1,918.16
637,000	Berkshire Hathaway Inc Del	3.125%	03/15/2026	618,494.37	97.84	623,267.25	19,906.25	3.19%	7,506.55
657,000	Procter & Gamble Co	1.000%	04/23/2026	625,287.88	94.35	619,864.53	6,570.00	1.06%	1,780.14
687,000	Schwab Charles Corp	1.150%	05/13/2026	647,419.02	93.41	641,756.60	7,900.50	1.23%	1,699.27
643,000	Intel Corp	2.600%	05/19/2026	648,667.58	96.17	618,356.84	16,718.00	2.70%	3,315.58
619,000	Bank New York Mellon Corp	4.414%	07/24/2026	615,699.30	99.17	613,890.73	27,322.66	4.45%	457.92
321,000	Duke Energy Carolinas Llc	2.950%	12/01/2026	303,726.99	96.23	308,884.08	9,469.50	3.07%	1,560.62
468,000	Amazon Com Inc	4.550%	12/01/2027	471,651.63	100.36	469,684.44	21,294.00	4.53%	3,509.35
669,000	State Str Corp	2.203%	02/07/2028	605,453.50	94.01	628,953.02	14,738.07	2.34%	7,122.03
981,000	Comcast Corp New Sr Glbl Nt	3.150%	02/15/2028	918,923.47	95.12	933,115.22	30,901.50	3.31%	14,242.31
760,000	Unitedhealth Group Inc Sr	5.250%	02/15/2028	778,752.24	102.36	777,967.97	39,900.00	5.13%	18,389.66
616,000	John Deere Capital	4.900%	03/03/2028	623,255.76	101.12	622,888.40	30,184.00	4.85%	12,393.99

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
637,000	General Dynamics Corp	3.750%	05/15/2028	622,611.84	97.32	619,934.39	23,887.50	3.85%	5,004.36
612,000	John Deere Capital Corp	4.950%	07/14/2028	617,748.72	101.48	621,045.29	30,294.00	4.88%	1,353.92
645,000	Enterprise Products	4.150%	10/16/2028	623,966.97	98.07	632,580.96	26,767.50	4.23%	7,776.03
785,000	Abbvie Inc	4.250%	11/14/2028	765,720.40	98.96	776,840.01	33,362.50	4.29%	7,082.54
615,000	Texas Instrs Inc Sr Glbl Nt	4.600%	02/08/2029	610,233.75	100.80	619,913.09	28,290.00	4.56%	13,591.84
629,000	Marsh & McLennan Cos Inc	4.375%	03/15/2029	615,935.67	99.11	623,392.27	27,518.75	4.41%	10,377.18
18,561,000	**** * Sub Totals * ****			**18,304,884.54**		**18,183,829.46**	**580,689.48**	**3.19%**	**170,275.32**
	U.S. Obligations								
1,490,000	Federal Home Loan Banks	4.125%	03/13/2026	1,472,444.30	99.43	1,481,580.41	61,462.50	4.15%	23,520.57
1,875,000	Federal Home Loan Banks	4.000%	06/09/2028	1,871,897.25	99.64	1,868,309.89	75,000.00	4.01%	10,684.36
3,365,000	**** * Sub Totals * ****			**3,344,341.55**		**3,349,890.30**	**136,462.50**	**4.07%**	**34,204.93**
	U.S. Treasury Bills								
100,000	U S Treasury Bills		10/31/2024	98,572.20	98.70	98,701.99	5,149.28	5.22%	0.00
100,000	**** * Sub Totals * ****			**98,572.20**		**98,701.99**	**5,149.28**	**5.22%**	**0.00**
	U.S. Treasury Notes & Bonds								
2,987,000	U S Treasury Notes	0.250%	06/30/2025	2,832,414.65	95.97	2,866,563.23	7,467.50	0.26%	629.06
2,677,000	U S Treasury Notes	0.375%	11/30/2025	2,522,815.80	94.58	2,531,856.41	10,038.75	0.40%	1,673.13
2,863,000	U S Treasury Notes	0.375%	01/31/2026	2,700,222.91	94.01	2,691,443.66	10,736.25	0.40%	0.00
3,363,000	U S Treasury Notes	0.750%	03/31/2026	3,172,391.01	94.08	3,163,978.70	25,222.50	0.80%	8,407.50
5,243,000	U S Treasury Notes	3.625%	05/15/2026	5,136,521.33	98.64	5,171,727.97	190,058.75	3.67%	39,767.73
4,072,000	U S Treasury Notes	0.750%	08/31/2026	3,815,783.18	92.95	3,784,892.20	30,540.00	0.81%	12,697.34
3,763,000	U S Treasury Notes	4.125%	09/30/2027	3,776,816.90	100.04	3,764,322.92	155,223.75	4.12%	51,741.25
3,032,000	U S Treasury Notes	3.500%	01/31/2028	2,997,995.53	98.08	2,973,847.18	106,120.00	3.57%	0.00
4,400,000	U S Treasury Notes	3.500%	04/30/2028	4,261,865.80	98.02	4,312,859.36	154,000.00	3.57%	38,500.00
1,872,000	U S Treasury Notes	4.125%	07/31/2028	1,867,252.98	100.25	1,876,680.00	77,220.00	4.11%	0.00
3,532,000	U S Treasury Notes	3.750%	12/31/2028	3,484,686.36	98.87	3,492,127.04	132,450.00	3.79%	11,157.47
4,381,000	U S Treasury Nts	4.250%	06/30/2029	4,364,439.61	101.06	4,427,548.13	186,192.50	4.21%	15,684.69

Holdings

Shares / PV	Asset Description	Cost	Price	Market	Est Ann Inc	Yield	Acc Income
42,185,000	** * Sub Totals * **	40,933,206.06		41,057,846.80	1,085,270.00	2.64%	180,258.17
64,389,539.62	** * Grand Totals * **	62,859,543.97		62,868,808.17	1,816,449.35	2.89%	385,751.84

Cash Summary

Principal Cash	-3,012,575.52
Income Cash	3,012,575.52
Invested Income	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
	Starting Balances	**$ 2,746,280.22**	**$ -2,746,280.22**	**$ 62,589,307.01**
	Interest			
07/01/2024	Interest	65,287.50		
	U S Treasury Notes 3.7500% 12/31/28			
07/01/2024	Interest	3,671.25		
	U S Treasury Notes 0.2500% 06/30/25			
07/05/2024	Purchase Accrued Interest	-1,876.70		
	U S Treasury Nts 4.2500% 06/30/29			
07/05/2024	Accrued Interest Received	4,234.75		
	U S Treasury Notes 0.5000% 03/31/25			
07/15/2024	Interest	21,040.50		
	JPMorgan Chase & Co 3.9000% 07/15/25			
07/15/2024	Interest	15,147.00		
	John Deere Capital Corp 4.9500% 07/14/28			
07/15/2024	Interest	2,835.00		
	Disney Walt Co 1.7500% 01/13/26			
07/23/2024	Purchase Accrued Interest	-98.58		
	Amazon Com Inc 4.5500% 12/01/27			
07/23/2024	Purchase Accrued Interest	-30.33		
	JPMorgan Chase & Co 3.9000% 07/15/25			
07/23/2024	Purchase Accrued Interest	-58.40		
	U S Treasury Notes 0.7500% 03/31/26			
07/23/2024	Accrued Interest Received	60,772.13		
	U S Treasury Notes 4.1250% 01/31/25			
07/23/2024	Purchase Accrued Interest	-13,417.03		
	U S Treasury Notes 3.6250% 05/15/26			
07/23/2024	Purchase Accrued Interest	-117.19		
	U S Treasury Notes 3.7500% 12/31/28			
07/23/2024	Purchase Accrued Interest	-3,004.22		
	U S Treasury Nts 4.2500% 06/30/29			
07/23/2024	Purchase Accrued Interest	-7.81		
	U S Treasury Notes 0.2500% 06/30/25			
07/24/2024	Interest	13,661.33		
	Bank New York Mellon Corp 4.4140% 07/24/26			

Account Transactions

Date	Description		Income	Principal	Carrying Value
07/31/2024	Interest U S Treasury Notes 0.3750% 01/31/26		5,368.13		
07/31/2024	Interest U S Treasury Notes 3.5000% 01/31/28		53,060.00		
07/31/2024	Interest U S Treasury Notes 4.1250% 07/31/28		38,610.00		
		Sub Total	**265,077.33**	**0.00**	**0.00**
	Dividends				
07/01/2024	Dividend Fidelity Gov Port III FCGXX Interest From 06/01/2024 To 06/30/2024		1,217.97		
		Sub Total	**1,217.97**	**0.00**	**0.00**
	Buys				
07/05/2024	Buy U S Treasury Nts 4.2500% 06/30/29 3250000 Par Val @ $99.3477			-3,228,800.25	3,228,800.25
07/23/2024	Buy Amazon Com Inc 4.5500% 12/01/27 15000 Par Val @ $100.029			-15,004.35	15,004.35
07/23/2024	Buy JPMorgan Chase & Co 3.9000% 07/15/25 35000 Par Val @ $98.769			-34,569.15	34,569.15
07/23/2024	Buy U S Treasury Bills 10/31/24 100000 Par Val @ $98.5722			-98,572.20	98,572.20
07/23/2024	Buy U S Treasury Notes 0.7500% 03/31/26 25000 Par Val @ $93.8008			-23,450.20	23,450.20
07/23/2024	Buy U S Treasury Notes 3.6250% 05/15/26 1974000 Par Val @ $98.3789			-1,941,999.49	1,941,999.49
07/23/2024	Buy U S Treasury Notes 3.7500% 12/31/28			-49,132.80	49,132.80

Account Transactions

Date	Description		Income	Principal	Carrying Value
	50000 Par Val @ $98.2656				
07/23/2024	Buy			-1,135,639.36	1,135,639.36
	U S Treasury Nts 4.2500% 06/30/29				
	1131000 Par Val @ $100.4102				
07/23/2024	Buy			-47,890.65	47,890.65
	U S Treasury Notes 0.2500% 06/30/25				
	50000 Par Val @ $95.7813				
		Sub Total	**0.00**	**-6,575,058.45**	**6,575,058.45**
	Sells				
07/05/2024	Sell			3,120,147.18	-3,111,357.33
	U S Treasury Notes 0.5000% 03/31/25				
	Sold 3229000 Par Val @ $96.6289				
	Cost Basis Removed $3,111,614.59				
	Long Term Gain/Loss : $8,532.59				
07/23/2024	Sell			3,065,144.54	-3,055,717.73
	U S Treasury Notes 4.1250% 01/31/25				
	Sold 3082000 Par Val @ $99.4531				
	Cost Basis Removed $3,055,717.73				
	Short Term Gain/Loss : $634.43				
	Long Term Gain/Loss : $8,792.38				
		Sub Total	**0.00**	**6,185,291.72**	**-6,167,075.06**
	Disbursements				
07/12/2024	Cash Disbursement			-5,293.54	
	Miscellaneous Disbursement				
	Paid To : Morgan Stanley & Co. LLC				
	Per Sec. 9 of the Custody Agreement Inv#10823024190 dtd 07-08-24 Acct#255-138705 Inv#0108230				
		Sub Total	**0.00**	**-5,293.54**	**0.00**
	Cash Management				
07/01/2024	Sweep - Buy			-70,176.72	70,176.72
	Fidelity Gov Port III FCGXX				
	70176.72 Par Val @ $1.00				
07/05/2024	Sweep - Sell			106,295.02	-106,295.02

Account Transactions

Date	Description		Income	Principal	Carrying Value
	Fidelity Gov Port III FCGXX Sold 106295.02 Par Val @ $1.00				
07/12/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 5293.54 Par Val @ $1.00			5,293.54	-5,293.54
07/15/2024	Sweep - Buy Fidelity Gov Port III FCGXX 39022.5 Par Val @ $1.00			-39,022.50	39,022.50
07/23/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 237075.09 Par Val @ $1.00			237,075.09	-237,075.09
07/24/2024	Sweep - Buy Fidelity Gov Port III FCGXX 13661.33 Par Val @ $1.00			-13,661.33	13,661.33
07/31/2024	Sweep - Buy Fidelity Gov Port III FCGXX 97038.13 Par Val @ $1.00			-97,038.13	97,038.13
		Sub Total	**0.00**	**128,764.97**	**-128,764.97**
	Ending Balances		**$ 3,012,575.52**	**$ -3,012,575.52**	**$ 62,868,525.43**

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

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

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

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

Exhibit A

City of South Pasadena

INVESTMENT REPORT
August 31, 2024

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD[1]	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	4.579%	23.26%	19,068,463	19,068,463
SUBTOTAL			23.26%	**$ 19,068,463**	**$ 19,068,463**
ZIONS BANK					
Money Market	See Exhibit B-1	4.950%	0.06%	52,584	52,584
Corporate Bonds	See Exhibit B-1	4.383%	22.30%	18,284,953	18,344,212
U.S. Obligations	See Exhibit B-1	3.932%	4.08%	3,344,342	3,379,937
U.S. Treasury Notes & Bonds	See Exhibit B-1	3.888%	50.29%	41,233,348	41,705,977
SUBTOTAL			76.74%	**62,915,226**	**63,482,710**
TOTAL INVESTMENTS			**100.00%**	**81,983,689**	**82,551,173**

BANK ACCOUNTS:

BMO (formerly Bank of the West) Accounts Balance	$	12,555,891
BNY Mellon Uninvested Cash Balance[2]	$	174,611

Footnotes:

[1] Yield on LAIF and Zions Money Market is based on Current Yield. Yield on investments held at Zions Bank is based on Yield to Worst (YTW).

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

Required Disclosures:

Average weighted maturity of the portfolio		767	DAYS
Average weighted total yield of the portfolio		4.160%	
Projected Expenditures for the next 6 months:			
Projected with Average of Year to Date Expenses:	$	38,887,065	***
Projected with FY 2024-25 Adopted Budget:	$	42,202,195	Using Adopted Budget FY 24-25 and divided by 2 for six month period

* Current market valuation is required for investments with maturities of more than twelve months.
**Differences between projected average and projected adopted is partly due to unspent CIP funds
*** 12-month CPI (All items - old base in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted) rate from August 2(

In compliance with the California Government Code Section 53646, as the City Treasurer of the City of South Pasadena, based on the information provided I hereby identify that the City is able to meet its expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



11/14/2024

Zhen Tao, City Treasurer — Date

Exhibit B-1

City of South Pasadena
Investments held at Zions Bank (managed by Morgan Stanley/Western Assets Management)
August 31, 2024

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
Money Market							
Fidelity Gov Port III FCGXX		52,584	4.950%	N/A	52,584	52,584	4.950%
Subtotal Corporate Bonds		**52,584**			**52,584**	**52,584**	**4.950%**
Corporate Bonds							
United Parcel Svcs Inc	911312BT2	311,000	2.200%	09/01/24	310,208	311,000	2.180%
Coca Cola Co	191216CL2	620,000	1.750%	09/06/24	616,970	619,810	3.580%
PNC Finl Svcs Group Inc	693475AY1	610,000	2.200%	11/01/24	612,035	606,601	5.480%
Pepsico Inc	713448EQ7	625,000	2.250%	03/19/25	631,537	615,950	4.940%
Target Corp	87612EBL9	635,000	2.250%	04/15/25	637,298	625,324	4.750%
US Bancorp	91159HHZ6	639,000	1.450%	05/12/25	624,194	624,477	4.790%
JPMorgan Chase & Co	46625HMN7	1,114,000	3.900%	07/15/25	1,156,791	1,106,387	4.700%
Bank Of America Corp	06051GFS3	779,000	3.875%	08/01/25	814,912	772,988	4.740%
Home Depot Inc	437076BK7	631,000	3.350%	09/15/25	655,964	623,366	4.550%
Bristol-Myers Squibb Co	110122DN5	654,000	0.750%	11/13/25	603,878	625,485	4.510%
Disney Walt Co	254687FV	324,000	1.750%	01/13/26	300,018	312,592	4.430%
Prudential Finl Inc	74432QCH6	327,000	1.500%	03/10/26	314,768	313,281	4.370%
Berkshire Hathaway Inc Del	084670BS6	637,000	3.125%	03/15/26	618,494	627,905	4.090%
Procter & Gamble Co	742718FP9	657,000	1.000%	04/23/26	625,288	624,553	4.130%
Schwab Charles Corp	808513BR5	687,000	1.150%	05/13/26	647,419	649,038	4.560%
Bank New York Mellon Corp	06406RBJ5	619,000	4.414%	07/24/26	615,699	616,151	4.940%
Nvidia Corporation	67066GAE	640,000	3.200%	09/16/26	625,818	628,895	4.090%
Duke Energy Carolinas LLC	26442CAS35	321,000	2.950%	12/01/26	303,727	311,542	4.340%
Amazon Com Inc	023135CP9	468,000	4.550%	12/01/27	471,652	474,662	4.070%
State Str Corp	857477BS1	669,000	2.203%	02/07/28	605,454	634,870	4.440%
Comcast Corp New Sr Glbl Nt	20030NCA	981,000	3.150%	02/15/28	918,923	944,220	4.330%
Unitedhealth Group Inc Sr	91324PEP3	760,000	5.250%	02/15/28	778,752	786,146	4.150%
John Deere Capital	24422EWV7	616,000	4.850%	03/03/28	623,256	630,083	4.190%
General Dynamics Corp	369550BC	637,000	3.750%	05/15/28	622,612	627,898	4.170%
John Deere Capital Corp	24422EXB0	612,000	4.950%	07/14/28	617,749	627,798	4.220%
Bank America Corp	06051GGR	325,000	3.590%	07/21/28	315,682	316,480	4.570%
Enterprise Products	29379VBT	645,000	4.150%	10/16/28	623,967	640,847	4.320%
Abbvie Inc	00287YBF	785,000	4.250%	11/14/28	765,720	787,561	4.160%
Texas Instrument Inc. Sr. Global Note	882508CG	615,000	4.600%	02/08/29	610,234	627,314	4.100%
Marsh & McLennan Cos Inc.	571748BG	629,000	4.375%	03/15/29	615,936	630,987	4.360%
Subtotal Corporate Bonds		**18,572,000**			**18,284,953**	**18,344,212**	**4.383%**
U.S. Obligations							
Federal Home Loan Banks	3130AUU36	1,490,000	4.125%	03/13/26	1,472,444	1,489,379	4.150%
Federal Home Loan Banks	3130AWC24	1,875,000	4.000%	06/09/28	1,871,897	1,890,558	3.760%
Subtotal U.S. Obligations		**3,365,000**			**3,344,342**	**3,379,937**	**3.932%**
U.S. Treasury Notes & Bonds							
U.S. Treasury Notes	912797HE	100,000	0.000%	10/31/24	98,572	99,176	4.890%
U.S. Treasury Notes	91282CAZ4	2,677,000	0.375%	11/30/25	2,522,816	2,552,770	4.220%
U.S. Treasury Notes	91282CBH3	2,863,000	0.375%	01/31/26	2,700,223	2,716,159	4.140%
U.S. Treasury Notes	91282CBT7	3,363,000	0.750%	03/31/26	3,172,391	3,193,668	4.060%
U.S. Treasury Notes	91282CHB0	5,243,000	3.625%	05/15/26	5,136,521	5,207,978	4.030%
U.S. Treasury Notes	91282CCW9	4,072,000	0.750%	08/31/26	3,815,783	3,825,294	3.930%
U.S. Treasury Notes	91282CFM8	3,763,000	4.125%	09/30/27	3,776,817	3,800,777	3.780%

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
U.S. Treasury Notes	91282CGH8	3,032,000	3.500%	01/31/28	2,997,996	3,004,641	3.780%
U.S. Treasury Notes	91282CHA2	4,400,000	3.500%	04/30/28	4,261,866	4,360,297	3.760%
U.S. Treasury Notes	91282CHQ	4,872,000	4.125%	07/31/28	4,901,237	4,935,564	3.760%
U.S. Treasury Notes	91282CJR	3,532,000	3.750%	12/31/28	3,484,686	3,531,448	3.750%
U.S. Treasury Notes	91282CKX	4,381,000	4.250%	06/30/29	4,364,440	4,478,203	3.740%
Subtotal Treasury Notes & Bonds		**42,298,000**			**41,233,348**	**41,705,977**	**3.888%**
U.S. Obligations Variable							
Subtotal U.S. Obligations Variable		**-**			**-**	**-**	**0.000%**
Grand Total		**64,287,584**			**62,915,226**	**63,482,710**	**4.034%**

***** Any new investments are italicized and marked with an asterisk to the right.

Market Adj.	**(567,484)**
Estimated Income	**1,929,742**

Maturities

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

Withdrawals

Sales/Calls

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

[1] YTW was used in place of YTM for conservative approach to looking at the performance of the bonds. YTW considers the possibility to call the bonds if a call option is available, whereby the City's Investors may choose to call a bond to seek for better investments or to redeem the bond at ideal market conditions.

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
August 31, 2024

2016 Water Revenue Bonds

	Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
	BNY Mellon Project Fund									
1	Cash			1,021	0.000%	1,021	5.160%		1	
2	Morgan Stanley Treasury Portfolio			173,590	0.000%	173,590	5.160%		1	
	Subtotal Cash & Cash Equivalents			**174,611**	**0.000%**	**174,611**	**5.160%**		1	
	Total Project Fund			**174,611**	**0.000%**	**174,611**	**5.160%**		1	

Exhibit C

August 31, 2024
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
JULY	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716	75,797,212	85,983,394
AUGUST	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853	75,898,527	82,551,173
SEPTEMBER	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	62,025,768	72,673,251	
OCTOBER	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	62,066,381	72,928,239	
NOVEMBER	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	62,383,437	73,816,550	
DECEMBER	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	62,346,272	74,622,956	
JANUARY	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	63,037,830	75,026,715	
FEBRUARY	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	62,673,423	74,572,924	
MARCH	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	63,422,072	87,799,607	
APRIL	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	63,662,118	87,625,460	
MAY	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	75,814,301	88,603,229	
JUNE	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	75,450,478	88,403,497	

* Note: Invested funds based on Market Value at the end of month.

City of South Pasadena

BMO (formerly Bank of the West) Accounts Balance

For August 2024 Investment Report

BMO - Operating ending 3688	$	11,761,275	31-Aug
BMO - Workers Comp ending 1936		436,855	31-Aug
BMO - Gen Liab ending 2413		357,762	31-Aug
Total BMO (formerly Bank of the West)	**$**	**12,555,891**	

City of South Pasadena
Projected Expenditures (Based off Prior Year Actuals)
For August 2024 Investment Report
Expenditures Six Months (Average of FY24-25 and projected 6 months)

Actual Expenditures

	FY 24-25		FY 2023-24
July-24	8,423,496.79	**July-23**	6,714,254.84
August-24	4,747,573.98	**August-23**	3,079,588.40
September-24	5,729,449.75	**September-23**	5,552,245.34
October-24		**October-23**	3,646,644.31
November-24		**November-23**	3,160,958.05
December-24		**December-23**	4,253,366.10
January-25		**January-24**	3,593,345.33
February-25		**February-24**	5,048,201.55
March-25		**March-24**	5,516,008.29
April-25		**April-24**	3,425,412.86
May-25		**May-24**	3,693,288.45
June-25		**June-24**	10,471,169.95
	18,900,520.52		58,154,483.47
Avg per month	6,300,174	**Avg per month**	4,846,207
6 month actual projected	**37,801,041**	**6 month actual projected**	**29,077,242**

Adopted Budget

	FY 2024-25
Adopted Budget	84,404,389
Adopted 6 month	**42,202,195**

Difference between 6 month actual projected and 6 month adopted budget

6 month Adopted Budget	42,202,195	
6 month actual projected	38,887,065	*
	3,315,130	**

* Applying the 12-month CPI (Los Angeles, Long Beach, Anaheim) rate for the month of August 2024 (2.873%) .
**Differences between projected average and projected adopted is due to unspent CIP funds

ZIONS BANK®

Statement of Account

August 1, 2024 Through August 31, 2024

South Pasadena Custody

Account Number: 8048032

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

Please contact your administrator - Jacqueline Nowak
with any questions concerning your account.

Confidential And Privileged Information

Account Name : South Pasadena Custody **Account No : 8048032**

Cash Reconciliation

	Income	Principal
Opening Balance August 1, 2024	**$ 3,012,575.52**	**$ -3,012,575.52**
Receipts		
Sales	0.00	3,808,098.12
Interest	64,387.81	0.00
Dividends	1,013.42	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	**65,401.23**	**3,808,098.12**
Disbursements		
Purchases	0.00	-3,975,483.85
Fees	0.00	0.00
Other Disbursements	0.00	-23,971.31
Transfers	0.00	0.00
Total Disbursements	**0.00**	**-3,999,455.16**
Net Cash Management	0.00	125,955.81
Closing Balance August 31, 2024	**$ 3,077,976.75**	**$ -3,077,976.75**

Account Name : South Pasadena Custody **Account No : 8048032**

Portfolio Summary

August 31, 2024	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.08%	52,583.81	2,604.85	4.95%
Fixed Income	99.92%	63,430,126.14	1,932,305.97	3.05%
Total Portfolio	**100.00 %**	**63,482,709.95**	**1,934,910.82**	**3.05%**
Accrued Income		**476,018.26**		
Total Market Value		**63,958,728.21**		

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
	Money Market Funds - Taxable								
52,583.81	Fidelity Gov Port III FCGXX			52,583.81	1.00	52,583.81	2,604.85	4.95%	621.78
52,583.81	**** * Sub Totals * ****			**52,583.81**		**52,583.81**	**2,604.85**	**4.95%**	**621.78**
	Corporate Bonds (30/360)								
311,000	United Parcel Svcs Inc	2.200%	09/01/2024	310,207.67	100.00	311,000.00	6,842.00	2.20%	3,421.00
620,000	Coca Cola Co	1.750%	09/06/2024	616,970.04	99.97	619,810.01	10,850.00	1.75%	5,273.46
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	99.44	606,601.32	13,420.00	2.21%	4,460.84
625,000	Pepsico Inc	2.250%	03/19/2025	631,536.78	98.55	615,949.60	14,062.50	2.28%	6,324.20
635,000	Target Corp	2.250%	04/15/2025	637,297.81	98.48	625,324.08	14,287.50	2.28%	5,387.74
639,000	US Bancorp	1.450%	05/12/2025	624,194.04	97.73	624,476.51	9,265.50	1.48%	2,795.18
1,114,000	JPMorgan Chase & Co	3.900%	07/15/2025	1,156,791.36	99.32	1,106,386.82	43,446.00	3.93%	5,461.09
779,000	Bank Of America Corp	3.875%	08/01/2025	814,912.42	99.23	772,988.15	30,186.25	3.91%	2,445.25
631,000	Home Depot Inc	3.350%	09/15/2025	655,963.94	98.79	623,366.21	21,138.50	3.39%	9,742.60
654,000	Bristol-Myers Squibb Co	0.750%	11/13/2025	603,877.50	95.64	625,485.20	4,905.00	0.78%	1,466.02
324,000	Disney Walt Co	1.750%	01/13/2026	300,017.52	96.48	312,592.16	5,670.00	1.81%	744.39
327,000	Prudential Finl Inc	1.500%	03/10/2026	314,767.91	95.80	313,281.12	4,905.00	1.57%	2,329.19
637,000	Berkshire Hathaway Inc Del	3.125%	03/15/2026	618,494.37	98.57	627,905.46	19,906.25	3.17%	9,174.67
657,000	Procter & Gamble Co	1.000%	04/23/2026	625,287.88	95.06	624,552.88	6,570.00	1.05%	2,330.70
687,000	Schwab Charles Corp	1.150%	05/13/2026	647,419.02	94.47	649,038.17	7,900.50	1.22%	2,361.32
619,000	Bank New York Mellon Corp	4.414%	07/24/2026	615,699.30	99.54	616,151.24	27,322.66	4.43%	2,747.53
640,000	Nvidia Corp	3.200%	09/16/2026	625,817.60	98.26	628,894.62	20,480.00	3.26%	9,381.90
321,000	Duke Energy Carolinas Llc	2.950%	12/01/2026	303,726.99	97.05	311,542.23	9,469.50	3.04%	2,354.15
468,000	Amazon Com Inc	4.550%	12/01/2027	471,651.63	101.42	474,662.19	21,294.00	4.49%	5,293.76
669,000	State Str Corp	2.203%	02/07/2028	605,453.50	94.90	634,870.46	14,738.07	2.32%	946.86
981,000	Comcast Corp New Sr Glbl Nt	3.150%	02/15/2028	918,923.47	96.25	944,220.41	30,901.50	3.27%	1,294.76
760,000	Unitedhealth Group Inc Sr	5.250%	02/15/2028	778,752.24	103.44	786,145.63	39,900.00	5.08%	1,671.79
616,000	John Deere Capital	4.900%	03/03/2028	623,255.76	102.29	630,082.63	30,184.00	4.79%	14,923.37
637,000	General Dynamics Corp	3.750%	05/15/2028	622,611.84	98.57	627,897.78	23,887.50	3.80%	7,006.11

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
612,000	John Deere Capital Corp	4.950%	07/14/2028	617,748.72	102.58	627,797.73	30,294.00	4.83%	3,892.53
645,000	Enterprise Products	4.150%	10/16/2028	623,966.97	99.36	640,847.33	26,767.50	4.18%	10,019.12
785,000	Abbvie Inc	4.250%	11/14/2028	765,720.40	100.33	787,561.23	33,362.50	4.24%	9,878.28
615,000	Texas Instrs Inc Sr Glbl Nt	4.600%	02/08/2029	610,233.75	102.00	627,314.23	28,290.00	4.51%	1,738.49
629,000	Marsh & McLennan Cos Inc	4.375%	03/15/2029	615,935.67	100.32	630,987.02	27,518.75	4.36%	12,683.22
18,247,000	**** * Sub Totals * ****			**17,969,270.96**		**18,027,732.42**	**577,764.98**	**3.20%**	**147,549.52**
	U.S. Obligations								
1,490,000	Federal Home Loan Banks	4.125%	03/13/2026	1,472,444.30	99.96	1,489,379.37	61,462.50	4.13%	28,671.05
1,875,000	Federal Home Loan Banks	4.000%	06/09/2028	1,871,897.25	100.83	1,890,557.55	75,000.00	3.97%	16,969.27
3,365,000	**** * Sub Totals * ****			**3,344,341.55**		**3,379,936.92**	**136,462.50**	**4.04%**	**45,640.32**
	U.S. Treasury Bills								
100,000	U S Treasury Bills		10/31/2024	98,572.20	99.18	99,176.45	4,848.74	4.89%	0.00
100,000	**** * Sub Totals * ****			**98,572.20**		**99,176.45**	**4,848.74**	**4.89%**	**0.00**
	U.S. Treasury Notes & Bonds								
2,677,000	U S Treasury Notes	0.375%	11/30/2025	2,522,815.80	95.36	2,552,770.47	10,038.75	0.39%	2,523.40
2,863,000	U S Treasury Notes	0.375%	01/31/2026	2,700,222.91	94.87	2,716,159.42	10,736.25	0.40%	904.41
3,363,000	U S Treasury Notes	0.750%	03/31/2026	3,172,391.01	94.96	3,193,667.70	25,222.50	0.79%	10,543.83
5,243,000	U S Treasury Notes	3.625%	05/15/2026	5,136,521.33	99.33	5,207,978.39	190,058.75	3.65%	55,778.11
4,072,000	U S Treasury Notes	0.750%	08/31/2026	3,815,783.18	93.94	3,825,294.05	30,540.00	0.80%	15,270.00
3,763,000	U S Treasury Notes	4.125%	09/30/2027	3,776,816.90	101.00	3,800,776.98	155,223.75	4.08%	64,888.62
3,032,000	U S Treasury Notes	3.500%	01/31/2028	2,997,995.53	99.10	3,004,640.93	106,120.00	3.53%	8,939.46
4,400,000	U S Treasury Notes	3.500%	04/30/2028	4,261,865.80	99.10	4,360,296.86	154,000.00	3.53%	51,472.83
4,872,000	U S Treasury Notes	4.125%	07/31/2028	4,901,236.98	101.30	4,935,564.40	200,970.00	4.07%	16,929.54
3,532,000	U S Treasury Notes	3.750%	12/31/2028	3,484,686.36	99.98	3,531,448.13	132,450.00	3.75%	22,314.95
4,381,000	U S Treasury Nts	4.250%	06/30/2029	4,364,439.61	102.22	4,478,203.44	186,192.50	4.16%	31,369.39
42,198,000	**** * Sub Totals * ****			**41,134,775.41**		**41,606,800.77**	**1,201,552.50**	**2.89%**	**280,934.54**

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
	Corp Floating Rate (Act/360)								
325,000	Bank of America Corp	3.593%	07/21/2028	315,682.25	97.38	316,479.58	11,677.25	3.69%	1,272.10
325,000	**** * Sub Totals * ****			**315,682.25**		**316,479.58**	**11,677.25**	**3.69%**	**1,272.10**
64,287,583.81	**** * Grand Totals * ****			**62,915,226.18**		**63,482,709.95**	**1,934,910.82**	**3.05%**	**476,018.26**

Cash Summary

Principal Cash	**-3,077,976.75**
Income Cash	**3,077,976.75**
Invested Income	**0.00**

Account Transactions

Date	Description		Income	Principal	Carrying Value
	Starting Balances		**$ 3,012,575.52**	**$ -3,012,575.52**	**$ 62,868,525.43**
	Interest				
08/01/2024	Interest Bank Of America Corp 3.8750% 08/01/25		15,093.13		
08/07/2024	Interest State Str Corp 2.2030% 02/07/28		7,369.04		
08/08/2024	Interest Texas Instrs Inc Sr Glbl Nt 4.6000% 02/08/29		14,145.00		
08/13/2024	Accrued Interest Received Intel Corp 2.6000% 05/19/26		3,900.86		
08/13/2024	Purchase Accrued Interest Nvidia Corp 3.2000% 09/16/26		-8,362.66		
08/15/2024	Interest Paccar Financial Corp 2.1500% 08/15/24		3,343.25		
08/15/2024	Interest Comcast Corp New Sr Glbl Nt 3.1500% 02/15/28		15,450.75		
08/15/2024	Interest Unitedhealth Group Inc Sr 5.2500% 02/15/28		19,950.00		
08/16/2024	Purchase Accrued Interest Bank of America Corp 3.5930% 07/21/28		-810.92		
08/20/2024	Accrued Interest Received U S Treasury Notes 0.2500% 06/30/25		1,034.90		
08/20/2024	Purchase Accrued Interest U S Treasury Notes 4.1250% 07/31/28		-6,725.54		
		Sub Total	**64,387.81**	**0.00**	**0.00**
	Dividends				
08/01/2024	Dividend Fidelity Gov Port III FCGXX Interest From 07/01/2024 To 07/31/2024		1,013.42		
		Sub Total	**1,013.42**	**0.00**	**0.00**

Account Transactions

Date	Description		Income	Principal	Carrying Value
	Buys				
08/13/2024	Buy Nvidia Corp 3.2000% 09/16/26 640000 Par Val @ $97.784			-625,817.60	625,817.60
08/16/2024	Buy Bank of America Corp 3.5930% 07/21/28 325000 Par Val @ $97.133			-315,682.25	315,682.25
08/20/2024	Buy U S Treasury Notes 4.1250% 07/31/28 3000000 Par Val @ $101.1328			-3,033,984.00	3,033,984.00
		Sub Total	**0.00**	**-3,975,483.85**	**3,975,483.85**
	Sells				
08/13/2024	Sell Intel Corp 2.6000% 05/19/26 Sold 643000 Par Val @ $96.08 Cost Basis Removed $648,667.58 Short Term Gain/Loss : $250.42 Long Term Gain/Loss : $-31,123.60			617,794.40	-648,667.58
08/15/2024	Maturity Paccar Financial Corp 2.1500% 08/15/24 311000 PV @ $ 100.00 Cost Basis Removed $312,763.60 Long Term Gain/Loss : $-1,763.60			311,000.00	-312,631.25
08/20/2024	Sell U S Treasury Notes 0.2500% 06/30/25 Sold 2987000 Par Val @ $96.3945 Cost Basis Removed $2,832,414.65 Short Term Gain/Loss : $306.60 Long Term Gain/Loss : $46,582.47			2,879,303.72	-2,832,414.65
		Sub Total	**0.00**	**3,808,098.12**	**-3,793,713.48**

Account Transactions

Date	Description	Income	Principal	Carrying Value
	Disbursements			
08/01/2024	Cash Disbursement Miscellaneous Disbursement Paid To : Franklin Templeton Private Portfolio Group, LLC Per Sec. 9 of the Custody Agreement,Management Fee Invoice dtd 07-24-24 period from 07-01-24 to 09-30-24		-18,613.68	
08/09/2024	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per Sec. 9 of the Custody Agreement Inv#10823024220 dtd 08-07-24 Acct#255-138705 Inv#0108230		-5,357.63	
	Sub Total	**0.00**	**-23,971.31**	**0.00**
	Cash Management			
08/01/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 2507.13 Par Val @ $1.00		2,507.13	-2,507.13
08/07/2024	Sweep - Buy Fidelity Gov Port III FCGXX 7369.04 Par Val @ $1.00		-7,369.04	7,369.04
08/08/2024	Sweep - Buy Fidelity Gov Port III FCGXX 14145 Par Val @ $1.00		-14,145.00	14,145.00
08/09/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 5357.63 Par Val @ $1.00		5,357.63	-5,357.63
08/13/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 12485 Par Val @ $1.00		12,485.00	-12,485.00
08/15/2024	Sweep - Buy Fidelity Gov Port III FCGXX 349744 Par Val @ $1.00		-349,744.00	349,744.00
08/16/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 316493.17 Par Val @ $1.00		316,493.17	-316,493.17

Account Name : South Pasadena Custody **Account No : 8048032**

Account Transactions

Date	Description		Income	Principal	Carrying Value
08/20/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 160370.92 Par Val @ $1.00			160,370.92	-160,370.92
		Sub Total	**0.00**	**125,955.81**	**-125,955.81**
	Ending Balances		**$ 3,077,976.75**	**$ -3,077,976.75**	**$ 62,924,339.99**

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

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

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

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

Exhibit A

City of South Pasadena

INVESTMENT REPORT
September 30, 2024

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD[1]	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	4.575%	20.31%	16,068,463	16,068,463
SUBTOTAL			20.31%	**$ 16,068,463**	**$ 16,068,463**
ZIONS BANK					
Money Market	See Exhibit B-1	4.600%	0.27%	212,050	212,050
Corporate Bonds	See Exhibit B-1	4.182%	23.07%	18,253,379	18,469,368
U.S. Obligations	See Exhibit B-1	3.676%	4.23%	3,344,342	3,399,559
U.S. Treasury Notes & Bonds	See Exhibit B-1	3.660%	52.12%	41,233,348	41,969,320
SUBTOTAL			79.69%	**63,043,118**	**64,050,297**
TOTAL INVESTMENTS			**100.00%**	**79,111,581**	**80,118,760**

BANK ACCOUNTS:

BMO (formerly Bank of the West) Accounts Balance	$	11,338,125
BNY Mellon Uninvested Cash Balance[2]	$	1,917,663

Footnotes:

[1] Yield on LAIF and Zions Money Market is based on Current Yield. Yield on investments held at Zions Bank is based on Yield to Worst (YTW).

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

Required Disclosures:

Average weighted maturity of the portfolio		823	DAYS
Average weighted total yield of the portfolio		3.967%	
Projected Expenditures for the next 6 months:			
Projected with Average of Year to Date Expenses:	$	38,864,006	***
Projected with FY 2024-25 Adopted Budget:	$	42,202,195	Using Adopted Budget FY 24-25 and divided by 2 for six month period

* Current market valuation is required for investments with maturities of more than twelve months.
**Differences between projected average and projected adopted is partly due to unspent CIP funds
*** 12-month CPI (All items - old base in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted) rate from September

In compliance with the California Government Code Section 53646, as the City Treasurer of the City of South Pasadena, based on the information provided I hereby identify that the City is able to meet its expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



Zhen Tao, City Treasurer

11/14/2024

Date

Exhibit B-1

City of South Pasadena
Investments held at Zions Bank (managed by Morgan Stanley/Western Assets Management)
September 30, 2024

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
Money Market							
Fidelity Gov Port III FCGXX		212,050	4.600%	N/A	212,050	212,050	4.600%
Subtotal Corporate Bonds		**212,050**			**212,050**	**212,050**	**4.600%**
Corporate Bonds							
PNC Finl Svcs Group Inc	693475AY1	610,000	2.200%	11/01/24	612,035	608,350	5.300%
Target Corp	87612EBL9	635,000	2.250%	04/15/25	637,298	626,944	4.650%
US Bancorp	91159HHZ6	639,000	1.450%	05/12/25	624,194	627,273	4.500%
Bank Of America Corp	06051GFS3	779,000	3.875%	08/01/25	814,912	776,301	4.300%
Home Depot Inc	437076BK7	631,000	3.350%	09/15/25	655,964	626,170	4.170%
Bristol-Myers Squibb Co	110122DN5	654,000	0.750%	11/13/25	603,878	629,818	4.170%
Disney Walt Co	254687FV	324,000	1.750%	01/13/26	300,018	314,787	4.040%
Prudential Finl Inc	74432QCH6	327,000	1.500%	03/10/26	314,768	315,337	4.070%
Berkshire Hathaway Inc Del	084670BS6	637,000	3.125%	03/15/26	618,494	629,205	4.000%
Procter & Gamble Co	742718FP9	657,000	1.000%	04/23/26	625,288	629,254	3.810%
Schwab Charles Corp	808513BR5	687,000	1.150%	05/13/26	647,419	654,809	4.170%
Bank New York Mellon Corp	06406RBJ5	619,000	4.414%	07/24/26	615,699	617,889	4.630%
Nvidia Corporation	67066GAE	640,000	3.200%	09/16/26	625,818	632,065	3.860%
Duke Energy Carolinas LLC	26442CAS35	321,000	2.950%	12/01/26	303,727	314,191	3.980%
Amazon Com Inc	023135CP9	468,000	4.550%	12/01/27	471,652	477,565	3.840%
State Str Corp	857477BS1	669,000	2.203%	02/07/28	605,454	639,802	4.170%
Comcast Corp New Sr Glbl Nt	20030NCA	981,000	3.150%	02/15/28	918,923	952,258	4.090%
Unitedhealth Group Inc Sr	91324PEP3	760,000	5.250%	02/15/28	778,752	790,633	3.930%
John Deere Capital	24422EWV7	616,000	4.850%	03/03/28	623,256	633,794	3.990%
General Dynamics Corp	369550BC	637,000	3.750%	05/15/28	622,612	632,329	3.970%
John Deere Capital Corp	24422EXB0	612,000	4.950%	07/14/28	617,749	631,981	4.010%
Bank America Corp	06051GGR	325,000	3.590%	07/21/28	315,682	318,925	4.310%
Enterprise Products	29379VBT	945,000	4.150%	10/16/28	923,304	944,131	4.170%
Abbvie Inc	00287YBF	785,000	4.250%	11/14/28	765,720	793,129	3.960%
Texas Instrument Inc. Sr. Global Note	882508CG	615,000	4.600%	02/08/29	610,234	630,588	3.950%
Marsh & McLennan Cos Inc.	571748BG	629,000	4.375%	03/15/29	615,936	635,767	4.100%
JPMorgan Chase & Co	46647PAR	1,115,000	4.010%	04/23/29	1,103,214	1,102,624	4.340%
Citibank N A	17325FBK	1,255,000	4.840%	08/06/29	1,281,380	1,283,452	4.310%
Subtotal Corporate Bonds		**18,572,000**			**18,253,379**	**18,469,368**	**4.182%**
U.S. Obligations							
Federal Home Loan Banks	3130AUU36	1,490,000	4.125%	03/13/26	1,472,444	1,496,644	3.810%
Federal Home Loan Banks	3130AWC24	1,875,000	4.000%	06/09/28	1,871,897	1,902,914	3.570%
Subtotal U.S. Obligations		**3,365,000**			**3,344,342**	**3,399,559**	**3.676%**
U.S. Treasury Notes & Bonds							
U.S. Treasury Notes	912797HE	100,000	0.000%	10/31/24	98,572	99,609	4.620%
U.S. Treasury Notes	91282CAZ4	2,677,000	0.375%	11/30/25	2,522,816	2,570,861	3.880%
U.S. Treasury Notes	91282CBH3	2,863,000	0.375%	01/31/26	2,700,223	2,736,290	3.810%
U.S. Treasury Notes	91282CBT7	3,363,000	0.750%	03/31/26	3,172,391	3,216,657	3.760%
U.S. Treasury Notes	91282CHB0	5,243,000	3.625%	05/15/26	5,136,521	5,234,193	3.730%
U.S. Treasury Notes	91282CCW9	4,072,000	0.750%	08/31/26	3,815,783	3,853,766	3.670%
U.S. Treasury Notes	91282CFM8	3,763,000	4.125%	09/30/27	3,776,817	3,822,091	3.570%
U.S. Treasury Notes	91282CGH8	3,032,000	3.500%	01/31/28	2,997,996	3,024,065	3.580%
U.S. Treasury Notes	91282CHA2	4,400,000	3.500%	04/30/28	4,261,866	4,387,109	3.590%

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
U.S. Treasury Notes	91282CHQ	4,872,000	4.125%	07/31/28	4,901,237	4,964,302	3.590%
U.S. Treasury Notes	91282CJR	3,532,000	3.750%	12/31/28	3,484,686	3,553,937	3.590%
U.S. Treasury Notes	91282CKX	4,381,000	4.250%	06/30/29	4,364,440	4,506,440	3.590%
Subtotal Treasury Notes & Bonds		**42,298,000**			**41,233,348**	**41,969,320**	**3.660%**
U.S. Obligations Variable							
Subtotal U.S. Obligations Variable		**-**			**-**	**-**	**0.000%**
Grand Total		**64,447,050**			**63,043,118**	**64,050,297**	**3.814%**

***** Any new investments are italicized and marked with an asterisk to the right.

Market Adj.	**(1,007,179)**
Estimated Income	**1,979,597**

Maturities

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

Withdrawals

Sales/Calls

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

[1] YTW was used in place of YTM for conservative approach to looking at the performance of the bonds. YTW considers the possibility to call the bonds if a call option is available, whereby the City's Investors may choose to call a bond to seek for better investments or to redeem the bond at ideal market conditions.

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
September 30, 2024

2016 Water Revenue Bonds

	Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
	BNY Mellon Project Fund									
1	Cash			1,743,319	0.000%	1,743,319	5.160%		1	
2	Morgan Stanley Treasury Portfolio			174,345	0.000%	174,345	5.160%		1	
	Subtotal Cash & Cash Equivalents			**1,917,663**	**0.000%**	**1,917,663**	**5.160%**		1	
	Total Project Fund			**1,917,663**	**0.000%**	**1,917,663**	**5.160%**		1	

Exhibit C

September 30, 2024
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
JULY	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716	75,797,212	85,983,394
AUGUST	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853	75,898,527	83,037,641
SEPTEMBER	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	62,025,768	72,673,251	80,118,760
OCTOBER	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	62,066,381	72,928,239	
NOVEMBER	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	62,383,437	73,816,550	
DECEMBER	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	62,346,272	74,622,956	
JANUARY	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	63,037,830	75,026,715	
FEBRUARY	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	62,673,423	74,572,924	
MARCH	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	63,422,072	87,799,607	
APRIL	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	63,662,118	87,625,460	
MAY	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	75,814,301	88,603,229	
JUNE	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	75,450,478	88,403,497	

* Note: Invested funds based on Market Value at the end of month.

City of South Pasadena

BMO (formerly Bank of the West) Accounts Balance

For September 2024 Investment Report

BMO - Operating ending 3688	$	10,898,158	30-Sep
BMO - Workers Comp ending 1936		374,395	30-Sep
BMO - Gen Liab ending 2413		65,571	30-Sep
Total BMO (formerly Bank of the West)	**$**	**11,338,125**	

City of South Pasadena
Projected Expenditures (Based off Prior Year Actuals)
For September 2024 Investment Report
Expenditures Six Months (Average of FY24-25 and projected 6 months)

Actual Expenditures

	FY 24-25			FY 2023-24
July-24	8,423,496.79	0	**July-23**	6,714,254.84
August-24	4,747,573.98	0	**August-23**	3,079,588.40
September-24	5,729,449.75	0	**September-23**	5,552,245.34
October-24			**October-23**	3,646,644.31
November-24			**November-23**	3,160,958.05
December-24			**December-23**	4,253,366.10
January-25			**January-24**	3,593,345.33
February-25			**February-24**	5,048,201.55
March-25			**March-24**	5,516,008.29
April-25			**April-24**	3,425,412.86
May-25			**May-24**	3,693,288.45
June-25			**June-24**	10,471,169.95
	18,900,520.52			58,154,483.47
Avg per month	6,300,174		**Avg per month**	4,846,207
6 month actual projected	**37,801,041**		**6 month actual projected**	**29,077,242**

Adopted Budget

	FY 2024-25
Adopted Budget	84,404,389
Adopted 6 month	**42,202,195**

Difference between 6 month actual projected and 6 month adopted budget

6 month Adopted Budget	42,202,195	
6 month actual projected	38,864,006	*
	3,338,188	**

* Applying the 12-month CPI (Los Angeles, Long Beach, Anaheim) rate for the month of September 2024
**Differences between projected average and projected adopted is due to unspent CIP funds

ZIONS BANK®

Statement of Account

September 1, 2024 Through September 30, 2024

South Pasadena Custody

Account Number: 8048032

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

Please contact your administrator - Jacqueline Nowak
with any questions concerning your account.

Confidential And Privileged Information

Account Name : South Pasadena Custody **Account No : 8048032**

Cash Reconciliation

	Income	Principal
Opening Balance September 1, 2024	**$ 3,077,976.75**	**$ -3,077,976.75**
Receipts		
Sales	0.00	2,656,006.94
Interest	193,041.34	0.00
Dividends	621.78	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	**193,663.12**	**2,656,006.94**
Disbursements		
Purchases	0.00	-2,683,931.55
Fees	0.00	0.00
Other Disbursements	0.00	-6,272.52
Transfers	0.00	0.00
Total Disbursements	**0.00**	**-2,690,204.07**
Net Cash Management	0.00	-159,465.99
Closing Balance September 30, 2024	**$ 3,271,639.87**	**$ -3,271,639.87**

Portfolio Summary

September 30, 2024	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.33%	212,049.80	9,750.08	4.60%
Fixed Income	99.67%	63,838,247.26	1,974,686.28	3.09%
Total Portfolio	**100.00 %**	**64,050,297.06**	**1,984,436.36**	**3.10%**
Accrued Income		**443,892.40**		
Total Market Value		**64,494,189.46**		

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
	Money Market Funds - Taxable								
212,049.8	Fidelity Gov Port III FCGXX			212,049.80	1.00	212,049.80	9,750.08	4.60%	732.22
212,049.8	**** * Sub Totals * ****			**212,049.80**		**212,049.80**	**9,750.08**	**4.60%**	**732.22**
	Corporate Bonds (30/360)								
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	99.73	608,350.48	13,420.00	2.21%	5,585.42
635,000	Target Corp	2.250%	04/15/2025	637,297.81	98.73	626,944.05	14,287.50	2.28%	6,585.02
639,000	US Bancorp	1.450%	05/12/2025	624,194.04	98.16	627,273.06	9,265.50	1.48%	3,571.62
779,000	Bank Of America Corp	3.875%	08/01/2025	814,912.42	99.65	776,300.63	30,186.25	3.89%	4,974.83
631,000	Home Depot Inc	3.350%	09/15/2025	655,963.94	99.23	626,169.51	21,138.50	3.38%	885.69
654,000	Bristol-Myers Squibb Co	0.750%	11/13/2025	603,877.50	96.30	629,817.89	4,905.00	0.78%	1,877.05
324,000	Disney Walt Co	1.750%	01/13/2026	300,017.52	97.16	314,786.89	5,670.00	1.80%	1,219.53
327,000	Prudential Finl Inc	1.500%	03/10/2026	314,767.91	96.43	315,336.93	4,905.00	1.56%	274.02
637,000	Berkshire Hathaway Inc Del	3.125%	03/15/2026	618,494.37	98.78	629,205.04	19,906.25	3.16%	834.06
657,000	Procter & Gamble Co	1.000%	04/23/2026	625,287.88	95.78	629,253.91	6,570.00	1.04%	2,881.26
687,000	Schwab Charles Corp	1.150%	05/13/2026	647,419.02	95.31	654,808.61	7,900.50	1.21%	3,023.38
619,000	Bank New York Mellon Corp	4.414%	07/24/2026	615,699.30	99.82	617,888.65	27,322.66	4.42%	5,037.14
640,000	Nvidia Corp	3.200%	09/16/2026	625,817.60	98.76	632,064.75	20,480.00	3.24%	800.89
321,000	Duke Energy Carolinas Llc	2.950%	12/01/2026	303,726.99	97.88	314,190.78	9,469.50	3.01%	3,147.68
468,000	Amazon Com Inc	4.550%	12/01/2027	471,651.63	102.04	477,565.10	21,294.00	4.46%	7,078.17
669,000	State Str Corp	2.203%	02/07/2028	605,453.50	95.64	639,801.63	14,738.07	2.30%	2,181.89
981,000	Comcast Corp New Sr Glbl Nt	3.150%	02/15/2028	918,923.47	97.07	952,258.35	30,901.50	3.25%	3,884.27
760,000	Unitedhealth Group Inc Sr	5.250%	02/15/2028	778,752.24	104.03	790,632.68	39,900.00	5.05%	5,015.36
616,000	John Deere Capital	4.900%	03/03/2028	623,255.76	102.89	633,793.80	30,184.00	4.76%	2,276.45
637,000	General Dynamics Corp	3.750%	05/15/2028	622,611.84	99.27	632,328.92	23,887.50	3.78%	9,007.86
612,000	John Deere Capital Corp	4.950%	07/14/2028	617,748.72	103.26	631,980.98	30,294.00	4.79%	6,431.13
945,000	Enterprise Products	4.150%	10/16/2028	923,303.97	99.91	944,130.80	39,217.50	4.15%	17,965.56
785,000	Abbvie Inc	4.250%	11/14/2028	765,720.40	101.04	793,128.57	33,362.50	4.21%	12,674.02
615,000	Texas Instrs Inc Sr Glbl Nt	4.600%	02/08/2029	610,233.75	102.53	630,588.49	28,290.00	4.49%	4,109.16

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
629,000	Marsh & McLennan Cos Inc	4.375%	03/15/2029	615,935.67	101.08	635,766.85	27,518.75	4.33%	1,153.02
1,115,000	Jpmorgan Chase & Co	4.005%	04/23/2029	1,103,214.45	98.89	1,102,624.24	44,655.75	4.05%	19,583.67
1,255,000	Citibank NA	4.838%	08/06/2029	1,281,380.10	102.27	1,283,452.08	60,716.90	4.73%	9,158.42
18,247,000	**** * Sub Totals * ****			**17,937,696.66**		**18,150,443.67**	**620,387.13**	**3.42%**	**141,216.57**
	U.S. Obligations								
1,490,000	Federal Home Loan Banks	4.125%	03/13/2026	1,472,444.30	100.45	1,496,644.31	61,462.50	4.11%	2,918.61
1,875,000	Federal Home Loan Banks	4.000%	06/09/2028	1,871,897.25	101.49	1,902,914.40	75,000.00	3.94%	23,254.19
3,365,000	**** * Sub Totals * ****			**3,344,341.55**		**3,399,558.71**	**136,462.50**	**4.01%**	**26,172.80**
	U.S. Treasury Bills								
100,000	U S Treasury Bills		10/31/2024	98,572.20	99.61	99,608.73	4,606.90	4.63%	0.00
100,000	**** * Sub Totals * ****			**98,572.20**		**99,608.73**	**4,606.90**	**4.62%**	**0.00**
	U.S. Treasury Notes & Bonds								
2,677,000	U S Treasury Notes	0.375%	11/30/2025	2,522,815.80	96.04	2,570,861.13	10,038.75	0.39%	3,346.25
2,863,000	U S Treasury Notes	0.375%	01/31/2026	2,700,222.91	95.57	2,736,289.89	10,736.25	0.39%	1,779.65
3,363,000	U S Treasury Notes	0.750%	03/31/2026	3,172,391.01	95.65	3,216,656.97	25,222.50	0.78%	0.00
5,243,000	U S Treasury Notes	3.625%	05/15/2026	5,136,521.33	99.83	5,234,193.39	190,058.75	3.63%	71,272.03
4,072,000	U S Treasury Notes	0.750%	08/31/2026	3,815,783.18	94.64	3,853,766.25	30,540.00	0.79%	2,530.94
3,763,000	U S Treasury Notes	4.125%	09/30/2027	3,776,816.90	101.57	3,822,090.84	155,223.75	4.06%	0.00
3,032,000	U S Treasury Notes	3.500%	01/31/2028	2,997,995.53	99.74	3,024,064.68	106,120.00	3.51%	17,590.54
4,400,000	U S Treasury Notes	3.500%	04/30/2028	4,261,865.80	99.71	4,387,109.36	154,000.00	3.51%	64,027.17
4,872,000	U S Treasury Notes	4.125%	07/31/2028	4,901,236.98	101.89	4,964,301.55	200,970.00	4.05%	33,312.96
3,532,000	U S Treasury Notes	3.750%	12/31/2028	3,484,686.36	100.62	3,553,937.04	132,450.00	3.73%	33,112.50
4,381,000	U S Treasury Nts	4.250%	06/30/2029	4,364,439.61	102.86	4,506,440.34	186,192.50	4.13%	46,548.13
42,198,000	**** * Sub Totals * ****			**41,134,775.41**		**41,869,711.44**	**1,201,552.50**	**2.87%**	**273,520.17**
	Corp Floating Rate (Act/360)								
325,000	Bank of America Corp	3.593%	07/21/2028	315,682.25	98.13	318,924.71	11,677.25	3.66%	2,250.64
325,000	**** * Sub Totals * ****			**315,682.25**		**318,924.71**	**11,677.25**	**3.66%**	**2,250.64**

Holdings

Shares / PV	Asset Description	Cost	Price	Market	Est Ann Inc	Yield	Acc Income
64,447,049.8	** * Grand Totals * **	63,043,117.87		64,050,297.06	1,984,436.36	3.10%	443,892.40

Cash Summary

Principal Cash	-3,271,639.87
Income Cash	3,271,639.87
Invested Income	0.00

Account Transactions

Date	Description	Income	Principal	Carrying Value
	Starting Balances	**$ 3,077,976.75**	**$ -3,077,976.75**	**$ 62,924,339.99**
	Interest			
09/03/2024	Interest	3,421.00		
	United Parcel Svcs Inc 2.2000% 09/01/24			
09/03/2024	Interest	15,270.00		
	U S Treasury Notes 0.7500% 08/31/26			
09/03/2024	Interest	15,092.00		
	John Deere Capital 4.9000% 03/03/28			
09/05/2024	Purchase Accrued Interest	-4,807.08		
	Enterprise Products 4.1500% 10/16/28			
09/06/2024	Interest	5,425.00		
	Coca Cola Co 1.7500% 09/06/24			
09/09/2024	Purchase Accrued Interest	-5,565.72		
	Citibank NA 4.8380% 08/06/29			
09/09/2024	Accrued Interest Received	6,640.63		
	Pepsico Inc 2.2500% 03/19/25			
09/10/2024	Interest	2,452.50		
	Prudential Finl Inc 1.5000% 03/10/26			
09/12/2024	Accrued Interest Received	6,878.95		
	JPMorgan Chase & Co 3.9000% 07/15/25			
09/12/2024	Purchase Accrued Interest	-17,242.08		
	Jpmorgan Chase & Co 4.0050% 04/23/29			
09/13/2024	Interest	30,731.25		
	Federal Home Loan Banks 4.1250% 03/13/26			
09/16/2024	Interest	10,240.00		
	Nvidia Corp 3.2000% 09/16/26			
09/16/2024	Interest	9,953.13		
	Berkshire Hathaway Inc Del 3.1250% 03/15/26			
09/16/2024	Interest	13,759.38		
	Marsh & McLennan Cos Inc 4.3750% 03/15/29			
09/16/2024	Interest	10,569.25		
	Home Depot Inc 3.3500% 09/15/25			
09/30/2024	Interest	12,611.25		
	U S Treasury Notes 0.7500% 03/31/26			

Account Transactions

Date	Description		Income	Principal	Carrying Value
09/30/2024	Interest U S Treasury Notes 4.1250% 09/30/27		77,611.88		
		Sub Total	**193,041.34**	**0.00**	**0.00**
	Dividends				
09/03/2024	Dividend Fidelity Gov Port III FCGXX Interest From 08/01/2024 To 08/31/2024		621.78		
		Sub Total	**621.78**	**0.00**	**0.00**
	Buys				
09/05/2024	Buy Enterprise Products 4.1500% 10/16/28 300000 Par Val @ $99.779			-299,337.00	299,337.00
09/09/2024	Buy Citibank NA 4.8380% 08/06/29 1255000 Par Val @ $102.102			-1,281,380.10	1,281,380.10
09/12/2024	Buy Jpmorgan Chase & Co 4.0050% 04/23/29 1115000 Par Val @ $98.943			-1,103,214.45	1,103,214.45
		Sub Total	**0.00**	**-2,683,931.55**	**2,683,931.55**
	Sells				
09/03/2024	Maturity United Parcel Svcs Inc 2.2000% 09/01/24 311000 PV @ $ 100.00 Cost Basis Removed $310,207.67 Long Term Gain/Loss : $792.33			311,000.00	-314,034.28
09/06/2024	Maturity Coca Cola Co 1.7500% 09/06/24 620000 PV @ $ 100.00 Cost Basis Removed $616,970.04 Short Term Gain/Loss : $3,831.10 Long Term Gain/Loss : $-801.14			620,000.00	-616,970.04
09/09/2024	Sell			616,900.00	-630,811.43

Account Transactions

Date	Description	Income	Principal	Carrying Value
	Pepsico Inc 2.2500% 03/19/25 Sold 625000 Par Val @ $98.704 Cost Basis Removed $631,536.78 Long Term Gain/Loss : $-14,636.78			
09/12/2024	Sell JPMorgan Chase & Co 3.9000% 07/15/25 Sold 1114000 Par Val @ $99.471 Cost Basis Removed $1,156,791.36 Short Term Gain/Loss : $766.50 Long Term Gain/Loss : $-49,450.92		1,108,106.94	-1,156,791.36
	Sub Total	**0.00**	**2,656,006.94**	**-2,718,607.11**
	Disbursements			
09/11/2024	Cash Disbursement Fee Paid To Bank - CC Paid To : Zions Bank Per Sec. 9 of The Agreement Custody Services Quarterly Administration Fee $500 (April 2024 - June 2024) Security Purchase $440 Wire Transfer $90 Invoice No. 12262 Dated 08/05/24.		-1,030.00	
09/12/2024	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per sec.9 of the Custody Agreement Inv#10823024254 dtd 09-10-24 Acct#255-1387505 Inv#0108230		-5,242.52	
	Sub Total	**0.00**	**-6,272.52**	**0.00**
	Other/Miscellaneous			
09/11/2024	Explanation Miscellaneous Fee received in the amount of $155.00. Per invoice dated 04/29/2024.			
09/11/2024	Explanation Market Fee received in the amount of $500.00. Per invoice dated 06/30/2024.			
09/11/2024	Explanation Miscellaneous Fee received in the amount of $375.00. Per invoice dated 08/30/2024.			
	Sub Total	**0.00**	**0.00**	**0.00**

Account Transactions

Date	Description		Income	Principal	Carrying Value
	Cash Management				
09/03/2024	Sweep - Buy Fidelity Gov Port III FCGXX 345404.78 Par Val @ $1.00			-345,404.78	345,404.78
09/05/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 304144.08 Par Val @ $1.00			304,144.08	-304,144.08
09/06/2024	Sweep - Buy Fidelity Gov Port III FCGXX 625425 Par Val @ $1.00			-625,425.00	625,425.00
09/09/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 663405.19 Par Val @ $1.00			663,405.19	-663,405.19
09/10/2024	Sweep - Buy Fidelity Gov Port III FCGXX 2452.5 Par Val @ $1.00			-2,452.50	2,452.50
09/11/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 1030 Par Val @ $1.00			1,030.00	-1,030.00
09/12/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 10713.16 Par Val @ $1.00			10,713.16	-10,713.16
09/13/2024	Sweep - Buy Fidelity Gov Port III FCGXX 30731.25 Par Val @ $1.00			-30,731.25	30,731.25
09/16/2024	Sweep - Buy Fidelity Gov Port III FCGXX 44521.76 Par Val @ $1.00			-44,521.76	44,521.76
09/30/2024	Sweep - Buy Fidelity Gov Port III FCGXX 90223.13 Par Val @ $1.00			-90,223.13	90,223.13
		Sub Total	**0.00**	**-159,465.99**	**159,465.99**
	Ending Balances		**$ 3,271,639.87**	**$ -3,271,639.87**	**$ 63,049,130.42**

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

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

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

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

Exhibit A

City of South Pasadena

INVESTMENT REPORT
October 31, 2024

Investment Balances at Month End

INSTITUTION NAME	MATURITY DATE	YIELD[1]	PERCENT OF PORTFOLIO	COST	CURRENT MARKET VALUE *
LOCAL AGENCY INVESTMENT FUND:					
LAIF City	ON DEMAND	4.518%	16.89%	12,831,484	12,831,484
SUBTOTAL			16.89%	**$ 12,831,484**	**$ 12,831,484**
ZIONS BANK					
Money Market	See Exhibit B-1	4.440%	0.55%	417,471	417,471
Corporate Bonds	See Exhibit B-1	4.613%	24.02%	18,253,379	18,271,153
U.S. Obligations	See Exhibit B-1	4.249%	4.40%	3,344,342	3,348,719
U.S. Treasury Notes & Bonds	See Exhibit B-1	4.195%	54.14%	41,134,775	41,300,801
SUBTOTAL			83.11%	**63,149,966**	**63,338,143**
TOTAL INVESTMENTS			**100.00%**	**75,981,450**	**76,169,627**

BANK ACCOUNTS:

BMO (formerly Bank of the West) Accounts Balance	$	14,793,456
BNY Mellon Uninvested Cash Balance[2]	$	177,019

Footnotes:

[1] Yield on LAIF and Zions Money Market is based on Current Yield. Yield on investments held at Zions Bank is based on Yield to Worst (YTW).

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

Required Disclosures:

Average weighted maturity of the portfolio		826	DAYS
Average weighted total yield of the portfolio		4.353%	
Projected Expenditures for the next 6 months:			
Projected with Average of Year to Date Expenses:	$	34,363,977	***
Projected with FY 2024-25 Adopted Budget:	$	42,202,195	Using Adopted Budget FY 24-25 and divided by 2 for six month period

* Current market valuation is required for investments with maturities of more than twelve months.
**Differences between projected average and projected adopted is partly due to unspent CIP funds
*** 12-month CPI (All items - old base in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted) rate from October 202

In compliance with the California Government Code Section 53646, as the City Treasurer of the City of South Pasadena, based on the information provided I hereby identify that the City is able to meet its expenditure requirements for the next six months and that all investments are in compliance to the City's Statement of Investment Policy.
I also certify that this report reflects all Government Agency pooled investments and all City's bank balances.



11/14/2024

Zhen Tao, City Treasurer — Date

Exhibit B-1

City of South Pasadena
Investments held at Zions Bank (managed by Morgan Stanley/Western Assets Management)
October 31, 2024

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
Money Market							
Fidelity Gov Port III FCGXX		417,471	4.440%	N/A	417,471	417,471	4.440%
Subtotal Corporate Bonds		**417,471**			**417,471**	**417,471**	**4.440%**
Corporate Bonds							
PNC Finl Svcs Group Inc	693475AY1	610,000	2.200%	11/01/24	612,035	610,000	5.300%
Target Corp	87612EBL9	635,000	2.250%	04/15/25	637,298	628,232	4.640%
US Bancorp	91159HHZ6	639,000	1.450%	05/12/25	624,194	628,323	4.670%
Bank Of America Corp	06051GFS3	779,000	3.875%	08/01/25	814,912	775,250	4.530%
Home Depot Inc	437076BK7	631,000	3.350%	09/15/25	655,964	625,024	4.470%
Bristol-Myers Squibb Co	110122DN5	654,000	0.750%	11/13/25	603,878	629,310	4.530%
Disney Walt Co	254687FV	324,000	1.750%	01/13/26	300,018	313,452	4.570%
Prudential Finl Inc	74432QCH6	327,000	1.500%	03/10/26	314,768	313,928	4.570%
Berkshire Hathaway Inc Del	084670BS6	637,000	3.125%	03/15/26	618,494	625,746	4.460%
Procter & Gamble Co	742718FP9	657,000	1.000%	04/23/26	625,288	627,648	4.150%
Schwab Charles Corp	808513BR5	687,000	1.150%	05/13/26	647,419	652,098	4.620%
Bank New York Mellon Corp	06406RBJ5	619,000	4.414%	07/24/26	615,699	616,482	4.960%
Nvidia Corporation	67066GAE	640,000	3.200%	09/16/26	625,818	627,020	4.340%
Duke Energy Carolinas LLC	26442CAS35	321,000	2.950%	12/01/26	303,727	311,477	4.460%
Amazon Com Inc	023135CP9	468,000	4.550%	12/01/27	471,652	470,616	4.350%
State Str Corp	857477BS1	669,000	2.203%	02/07/28	605,454	634,840	4.590%
Comcast Corp New Sr Glbl Nt	20030NCA	981,000	3.150%	02/15/28	918,923	938,077	4.600%
Unitedhealth Group Inc Sr	91324PEP3	760,000	5.250%	02/15/28	778,752	777,082	4.490%
John Deere Capital	24422EWV7	616,000	4.850%	03/03/28	623,256	622,831	4.540%
General Dynamics Corp	369550BC	637,000	3.750%	05/15/28	622,612	621,423	4.510%
John Deere Capital Corp	24422EXB0	612,000	4.950%	07/14/28	617,749	620,368	4.540%
Bank America Corp	06051GGR	325,000	3.590%	07/21/28	315,682	314,775	4.830%
Enterprise Products	29379VBT	945,000	4.150%	10/16/28	923,304	926,749	4.690%
Abbvie Inc	00287YBF	785,000	4.250%	11/14/28	765,720	777,910	4.500%
Texas Instrument Inc. Sr. Global Note	882508CG	615,000	4.600%	02/08/29	610,234	616,830	4.520%
Marsh & McLennan Cos Inc.	571748BG	629,000	4.375%	03/15/29	615,936	621,241	4.690%
JPMorgan Chase & Co	46647PAR	1,115,000	4.010%	04/23/29	1,103,214	1,085,225	4.840%
Citibank N A	17325FBK	1,255,000	4.840%	08/06/29	1,281,380	1,259,195	4.820%
Subtotal Corporate Bonds		**18,572,000**			**18,253,379**	**18,271,153**	**4.613%**
U.S. Obligations							
Federal Home Loan Banks	3130AUU36	1,490,000	4.125%	03/13/26	1,472,444	1,486,407	4.310%
Federal Home Loan Banks	3130AWC24	1,875,000	4.000%	06/09/28	1,871,897	1,862,313	4.200%
Subtotal U.S. Obligations		**3,365,000**			**3,344,342**	**3,348,719**	**4.249%**
U.S. Treasury Notes & Bonds							
U.S. Treasury Notes	91282CAZ4	2,677,000	0.375%	11/30/25	2,522,816	2,566,260	4.330%
U.S. Treasury Notes	91282CBH3	2,863,000	0.375%	01/31/26	2,700,223	2,729,021	4.260%
U.S. Treasury Notes	91282CBT7	3,363,000	0.750%	03/31/26	3,172,391	3,203,258	4.240%
U.S. Treasury Notes	91282CHB0	5,243,000	3.625%	05/15/26	5,136,521	5,196,305	4.230%
U.S. Treasury Notes	91282CCW9	4,072,000	0.750%	08/31/26	3,815,783	3,827,362	4.190%
U.S. Treasury Notes	91282CFM8	3,763,000	4.125%	09/30/27	3,776,817	3,762,559	4.130%
U.S. Treasury Notes	91282CGH8	3,032,000	3.500%	01/31/28	2,997,996	2,972,900	4.150%
U.S. Treasury Notes	91282CHA2	4,400,000	3.500%	04/30/28	4,261,866	4,306,844	4.160%
U.S. Treasury Notes	91282CHQ	4,872,000	4.125%	07/31/28	4,901,237	4,864,768	4.170%
U.S. Treasury Notes	91282CJR	3,532,000	3.750%	12/31/28	3,484,686	3,475,295	4.170%
U.S. Treasury Notes	91282CKX	4,381,000	4.250%	06/30/29	4,364,440	4,396,231	4.170%

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost	Market Value	Yield or YTW[1]
Subtotal Treasury Notes & Bonds		**42,198,000**			**41,134,775**	**41,300,801**	**4.195%**
U.S. Obligations Variable							
Subtotal U.S. Obligations Variable		**-**			**-**	**-**	**0.000%**
Grand Total		**64,552,471**			**63,149,966**	**63,338,143**	**4.320%**

***** Any new investments are italicized and marked with an asterisk to the right.

Market Adj.	**(188,177)**
Estimated Income	**1,988,378**

Maturities

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

Withdrawals

Sales/Calls

Issuer	CUSIP	Par Value	Coupon Rate	Maturity Date	Cost

[1] YTW was used in place of YTM for conservative approach to looking at the performance of the bonds. YTW considers the possibility to call the bonds if a call option is available, whereby the City's Investors may choose to call a bond to seek for better investments or to redeem the bond at ideal market conditions.

Exhibit B-2

Funds and Investments
Held by Contracted (Third) Parties
October 31, 2024

2016 Water Revenue Bonds

	Investment Type	Issuer	Settlement Date	Par Value	Coupon Rate	Market Value	Current YTM	Maturity Date	Days to Maturity	CUSIP Account Number
	BNY Mellon Project Fund									
1	Cash			1,960	0.000%	1,960	5.160%		1	
2	Morgan Stanley Treasury Portfolio			175,059	0.000%	175,059	5.160%		1	
	Subtotal Cash & Cash Equivalents			**177,019**	**0.000%**	**177,019**	**5.160%**		1	
	Total Project Fund			**177,019**	**0.000%**	**177,019**	**5.160%**		1	

Exhibit C

October 31, 2024
Investment Report

Summary of Invested Funds -- Last Day of the Month

MONTH	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
JULY	26,306,572	28,541,631	74,033,803	33,187,829	34,119,395	39,309,559	47,220,730	62,091,716	75,797,212	85,983,394
AUGUST	26,294,151	28,405,544	73,122,925	31,258,493	34,245,197	35,205,219	47,188,874	62,035,853	75,898,527	83,037,641
SEPTEMBER	22,058,959	27,049,892	70,952,657	31,219,168	34,211,588	35,108,138	50,651,612	62,025,768	72,673,251	80,118,760
OCTOBER	22,325,114	27,023,005	70,917,973	26,989,542	30,424,551	32,530,753	47,647,956	62,066,381	72,928,239	76,169,627
NOVEMBER	22,287,418	73,246,265	26,547,176	26,916,772	30,394,571	36,836,391	47,638,933	62,383,437	73,816,550	
DECEMBER	22,253,300	71,499,585	28,949,643	27,028,835	30,398,333	36,824,546	51,976,067	62,346,272	74,622,956	
JANUARY	27,399,997	71,229,735	32,878,042	35,305,506	30,183,446	43,433,939	56,735,289	63,037,830	75,026,715	
FEBRUARY	30,108,605	71,084,575	33,013,420	34,571,287	35,784,459	43,636,405	44,768,920	62,673,423	74,572,924	
MARCH	28,939,924	72,604,964	32,833,141	32,568,840	35,894,036	43,608,698	53,763,388	63,422,072	87,799,607	
APRIL	28,276,276	75,018,330	33,064,100	32,242,202	36,081,161	42,158,002	53,442,475	63,662,118	87,625,460	
MAY	28,429,928	76,053,277	32,879,674	36,925,478	34,133,626	42,180,215	53,637,240	75,814,301	88,603,229	
JUNE	26,594,581	75,918,587	33,102,349	38,922,757	34,218,755	42,164,581	53,485,809	75,450,478	88,403,497	

* Note: Invested funds based on Market Value at the end of month.

City of South Pasadena

BMO (formerly Bank of the West) Accounts Balance

For October 2024 Investment Report

BMO - Operating ending 3688	$	14,467,477	31-Oct
BMO - Workers Comp ending 1936		273,745	31-Oct
BMO - Gen Liab ending 2413		52,234	31-Oct
Total BMO (formerly Bank of the West)	**$**	**14,793,456**	

City of South Pasadena
Projected Expenditures (Based off Prior Year Actuals)
For October 2024 Investment Report
Expenditures Six Months (Average of FY24-25 and projected 6 months)

Actual Expenditures

	FY 24-25		FY 2023-24
July-24	8,423,497	**July-23**	6,714,255
August-24	4,747,574	**August-23**	3,079,588
September-24	5,809,129	**September-23**	5,552,245
October-24	3,264,448	**October-23**	3,646,644
November-24		**November-23**	3,160,958
December-24		**December-23**	4,253,366
January-25		**January-24**	3,593,345
February-25		**February-24**	5,048,202
March-25		**March-24**	5,516,008
April-25		**April-24**	3,425,413
May-25		**May-24**	3,693,288
June-25		**June-24**	10,471,170
	22,244,648		58,154,483
Avg per month	5,561,162	**Avg per month**	4,846,207
6 month actual projected	**33,366,971**	**6 month actual projected**	**29,077,242**

Adopted Budget

	FY 2024-25
Adopted Budget	84,404,389
Adopted 6 month	**42,202,195**

Difference between 6 month actual projected and 6 month adopted budget

6 month Adopted Budget	42,202,195	
6 month actual projected	34,363,977	*
	7,838,218	**

* Applying the 12-month CPI (Los Angeles, Long Beach, Anaheim) rate for the month of October 2024 (2.988%)
**Differences between projected average and projected adopted is due to unspent CIP funds

ZIONS BANK®

Statement of Account

October 1, 2024 Through October 31, 2024

South Pasadena Custody

Account Number: 8048032

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

Please contact your administrator - Jacqueline Nowak
with any questions concerning your account.

Confidential And Privileged Information

Cash Reconciliation

	Income	Principal
Opening Balance October 1, 2024	**$ 3,271,639.87**	**$ -3,271,639.87**
Receipts		
Sales	0.00	98,572.20
Interest	130,793.18	0.00
Dividends	732.22	0.00
Other Receipts	0.00	0.00
Collective Fund Earnings	0.00	0.00
Transfers	0.00	0.00
Total Receipts	**131,525.40**	**98,572.20**
Disbursements		
Purchases	0.00	0.00
Fees	0.00	0.00
Other Disbursements	0.00	-24,676.80
Transfers	0.00	0.00
Total Disbursements	**0.00**	**-24,676.80**
Net Cash Management	0.00	-205,420.80
Closing Balance October 31, 2024	**$ 3,403,165.27**	**$ -3,403,165.27**

Portfolio Summary

October 31, 2024	Portfolio %	Market Value	Projected Income	Current Yield
Cash & Equivalents	0.66%	417,470.60	18,548.06	4.44%
Fixed Income	99.34%	62,920,672.87	1,970,079.38	3.13%
Total Portfolio	**100.00 %**	**63,338,143.47**	**1,988,627.44**	**3.14%**
Accrued Income		**480,230.85**		
Total Market Value		**63,818,374.32**		

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
	Money Market Funds - Taxable								
417,470.6	Fidelity Gov Port III FCGXX			417,470.60	1.00	417,470.60	18,548.06	4.44%	894.85
417,470.6	**** * Sub Totals * ****			**417,470.60**		**417,470.60**	**18,548.06**	**4.44%**	**894.85**
	Corporate Bonds (30/360)								
610,000	PNC Finl Svcs Group Inc	2.200%	11/01/2024	612,034.86	100.00	610,000.00	13,420.00	2.20%	6,710.00
635,000	Target Corp	2.250%	04/15/2025	637,297.81	98.93	628,232.47	14,287.50	2.27%	598.64
639,000	US Bancorp	1.450%	05/12/2025	624,194.04	98.33	628,323.01	9,265.50	1.47%	4,348.06
779,000	Bank Of America Corp	3.875%	08/01/2025	814,912.42	99.52	775,250.44	30,186.25	3.89%	7,504.40
631,000	Home Depot Inc	3.350%	09/15/2025	655,963.94	99.05	625,024.14	21,138.50	3.38%	2,657.07
654,000	Bristol-Myers Squibb Co	0.750%	11/13/2025	603,877.50	96.22	629,309.66	4,905.00	0.78%	2,288.09
324,000	Disney Walt Co	1.750%	01/13/2026	300,017.52	96.74	313,451.74	5,670.00	1.81%	1,694.66
327,000	Prudential Finl Inc	1.500%	03/10/2026	314,767.91	96.00	313,928.15	4,905.00	1.56%	685.06
637,000	Berkshire Hathaway Inc Del	3.125%	03/15/2026	618,494.37	98.23	625,745.53	19,906.25	3.18%	2,502.18
657,000	Procter & Gamble Co	1.000%	04/23/2026	625,287.88	95.53	627,648.10	6,570.00	1.05%	128.46
687,000	Schwab Charles Corp	1.150%	05/13/2026	647,419.02	94.92	652,097.74	7,900.50	1.21%	3,685.43
619,000	Bank New York Mellon Corp	4.414%	07/24/2026	615,699.30	99.59	616,482.24	27,322.66	4.43%	7,326.75
640,000	Nvidia Corp	3.200%	09/16/2026	625,817.60	97.97	627,019.83	20,480.00	3.27%	2,517.09
321,000	Duke Energy Carolinas Llc	2.950%	12/01/2026	303,726.99	97.03	311,476.75	9,469.50	3.04%	3,941.22
468,000	Amazon Com Inc	4.550%	12/01/2027	471,651.63	100.56	470,616.39	21,294.00	4.52%	8,862.59
669,000	State Str Corp	2.203%	02/07/2028	605,453.50	94.89	634,840.23	14,738.07	2.32%	3,416.93
981,000	Comcast Corp New Sr Glbl Nt	3.150%	02/15/2028	918,923.47	95.62	938,077.09	30,901.50	3.29%	6,473.78
760,000	Unitedhealth Group Inc Sr	5.250%	02/15/2028	778,752.24	102.25	777,081.93	39,900.00	5.13%	8,358.94
616,000	John Deere Capital	4.900%	03/03/2028	623,255.76	101.11	622,830.91	30,184.00	4.85%	4,805.83
637,000	General Dynamics Corp	3.750%	05/15/2028	622,611.84	97.55	621,422.80	23,887.50	3.84%	11,009.60
612,000	John Deere Capital Corp	4.950%	07/14/2028	617,748.72	101.37	620,367.90	30,294.00	4.88%	8,969.73
945,000	Enterprise Products	4.150%	10/16/2028	923,303.97	98.07	926,749.23	39,217.50	4.23%	1,533.65
785,000	Abbvie Inc	4.250%	11/14/2028	765,720.40	99.10	777,910.49	33,362.50	4.29%	15,469.76
615,000	Texas Instrs Inc Sr Glbl Nt	4.600%	02/08/2029	610,233.75	100.30	616,829.70	28,290.00	4.59%	6,479.83

Holdings

Shares / PV	Asset Description			Cost	Price	Market	Est Ann Inc	Yield	Acc Income
629,000	Marsh & McLennan Cos Inc	4.375%	03/15/2029	615,935.67	98.77	621,240.57	27,518.75	4.43%	3,459.06
1,115,000	Jpmorgan Chase & Co	4.005%	04/23/2029	1,103,214.45	97.33	1,085,225.22	44,655.75	4.11%	873.16
1,255,000	Citibank NA	4.838%	08/06/2029	1,281,380.10	100.33	1,259,195.21	60,716.90	4.82%	14,246.42
18,247,000	**** * Sub Totals * ****			**17,937,696.66**		**17,956,377.47**	**620,387.13**	**3.45%**	**140,546.39**
	U.S. Obligations								
1,490,000	Federal Home Loan Banks	4.125%	03/13/2026	1,472,444.30	99.76	1,486,406.82	61,462.50	4.13%	8,069.10
1,875,000	Federal Home Loan Banks	4.000%	06/09/2028	1,871,897.25	99.32	1,862,312.59	75,000.00	4.03%	29,539.11
3,365,000	**** * Sub Totals * ****			**3,344,341.55**		**3,348,719.41**	**136,462.50**	**4.08%**	**37,608.21**
	U.S. Treasury Notes & Bonds								
2,677,000	U S Treasury Notes	0.375%	11/30/2025	2,522,815.80	95.86	2,566,260.03	10,038.75	0.39%	4,196.53
2,863,000	U S Treasury Notes	0.375%	01/31/2026	2,700,222.91	95.32	2,729,020.53	10,736.25	0.39%	2,684.06
3,363,000	U S Treasury Notes	0.750%	03/31/2026	3,172,391.01	95.25	3,203,257.50	25,222.50	0.79%	2,148.07
5,243,000	U S Treasury Notes	3.625%	05/15/2026	5,136,521.33	99.11	5,196,304.53	190,058.75	3.66%	87,282.42
4,072,000	U S Treasury Notes	0.750%	08/31/2026	3,815,783.18	93.99	3,827,361.90	30,540.00	0.80%	5,146.24
3,763,000	U S Treasury Notes	4.125%	09/30/2027	3,776,816.90	99.99	3,762,559.01	155,223.75	4.13%	13,219.61
3,032,000	U S Treasury Notes	3.500%	01/31/2028	2,997,995.53	98.05	2,972,899.68	106,120.00	3.57%	26,530.00
4,400,000	U S Treasury Notes	3.500%	04/30/2028	4,261,865.80	97.88	4,306,843.73	154,000.00	3.58%	0.00
4,872,000	U S Treasury Notes	4.125%	07/31/2028	4,901,236.98	99.85	4,864,768.10	200,970.00	4.13%	50,242.50
3,532,000	U S Treasury Notes	3.750%	12/31/2028	3,484,686.36	98.39	3,475,294.83	132,450.00	3.81%	44,269.97
4,381,000	U S Treasury Nts	4.250%	06/30/2029	4,364,439.61	100.35	4,396,230.81	186,192.50	4.24%	62,232.82
42,198,000	**** * Sub Totals * ****			**41,134,775.41**		**41,300,800.65**	**1,201,552.50**	**2.91%**	**297,952.22**
	Corp Floating Rate (Act/360)								
325,000	Bank of America Corp	3.593%	07/21/2028	315,682.25	96.85	314,775.34	11,677.25	3.71%	3,229.18
325,000	**** * Sub Totals * ****			**315,682.25**		**314,775.34**	**11,677.25**	**3.71%**	**3,229.18**

Holdings

Shares / PV	Asset Description	Cost	Price	Market	Est Ann Inc	Yield	Acc Income
64,552,470.6	* * *Grand Totals* * *	63,149,966.47		63,338,143.47	1,988,627.44	3.14%	480,230.85

Cash Summary

Principal Cash	-3,403,165.27
Income Cash	3,403,165.27
Invested Income	0.00

Account Transactions

Date	Description		Income	Principal	Carrying Value
	Starting Balances		**$ 3,271,639.87**	**$ -3,271,639.87**	**$ 63,049,130.42**
	Interest				
10/15/2024	Interest		7,143.75		
	Target Corp 2.2500% 04/15/25				
10/16/2024	Interest		19,608.75		
	Enterprise Products 4.1500% 10/16/28				
10/23/2024	Interest		3,285.00		
	Procter & Gamble Co 1.0000% 04/23/26				
10/23/2024	Interest		22,327.88		
	Jpmorgan Chase & Co 4.0050% 04/23/29				
10/31/2024	Interest		77,000.00		
	U S Treasury Notes 3.5000% 04/30/28				
10/31/2024	Maturity - Interest		1,427.80		
	U S Treasury Bills 10/31/24				
		Sub Total	**130,793.18**	**0.00**	**0.00**
	Dividends				
10/01/2024	Dividend		732.22		
	Fidelity Gov Port III FCGXX				
	Interest From 09/01/2024 To 09/30/2024				
		Sub Total	**732.22**	**0.00**	**0.00**
	Sells				
10/31/2024	Maturity			98,572.20	-98,572.20
	U S Treasury Bills 10/31/24				
	100000 PV @ $ 98.5722				
	Cost Basis Removed $98,572.20				
		Sub Total	**0.00**	**98,572.20**	**-98,572.20**

Account Transactions

Date	Description	Income	Principal	Carrying Value
	Disbursements			
10/09/2024	Cash Disbursement Miscellaneous Disbursement Paid To : Morgan Stanley & Co. LLC Per Sec. 9 of the Custody Agreement Inv#10823024281 dtd 10-07-24 Acct#255-138705 Inv#0108230		-5,462.62	
10/29/2024	Cash Disbursement Miscellaneous Disbursement Paid To : Franklin Templeton Private Portfolio Group, LLC Per Sec. 9 of the Custody Agreement, Management Fee Invoice dtd 10-28-24 period from 10-01-24 to 12-31-24		-19,214.18	
	Sub Total	**0.00**	**-24,676.80**	**0.00**
	Cash Management			
10/01/2024	Sweep - Buy Fidelity Gov Port III FCGXX 732.22 Par Val @ $1.00		-732.22	732.22
10/09/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 5462.62 Par Val @ $1.00		5,462.62	-5,462.62
10/15/2024	Sweep - Buy Fidelity Gov Port III FCGXX 7143.75 Par Val @ $1.00		-7,143.75	7,143.75
10/16/2024	Sweep - Buy Fidelity Gov Port III FCGXX 19608.75 Par Val @ $1.00		-19,608.75	19,608.75
10/23/2024	Sweep - Buy Fidelity Gov Port III FCGXX 25612.88 Par Val @ $1.00		-25,612.88	25,612.88
10/29/2024	Sweep - Sell Fidelity Gov Port III FCGXX Sold 19214.18 Par Val @ $1.00		19,214.18	-19,214.18
10/31/2024	Sweep - Buy Fidelity Gov Port III FCGXX 177000 Par Val @ $1.00		-177,000.00	177,000.00

Account Transactions

Date	Description		Income	Principal	Carrying Value
		Sub Total	**0.00**	**-205,420.80**	**205,420.80**
	Ending Balances		**$ 3,403,165.27**	**$ -3,403,165.27**	**$ 63,155,979.02**

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

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

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

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

City Council Agenda Report

ITEM NO. 9

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Mark Perez, Deputy City Clerk

SUBJECT: **CONSIDERATION OF APPROVAL OF THE REGULAR CITY COUNCIL MEETING MINUTES FOR MARCH 6, 2024, THE SPECIAL JOINT CITY COUNCIL WITH THE FINANCE COMMISSION MEETING MINUTES FOR JUNE 27, 2024, AND THE REGULAR CITY COUNCIL AND HOUSING AUTHORITIY - BOARD OF DIRECTORS MEETING MINUTES FOR NOVEMBER 6, 2024.**

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular City Council Meeting for March 6, 2024, the Special Joint City Council Meeting with the Finance Commission for June 27, 2024, and the Regular City Council Meeting and Housing Authority - Board of Directors for November 6, 2024.

Executive Summary

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

Background

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

Fiscal Impact

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

Key Performance Indicators and Strategic Plan

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

Attachment:

Attachment No. 1- March 6, 2024 Regular City Council Meeting Minutes
Attachment No. 2- June 27, 2024 Special Joint City Council Meeting Minutes with the Finance Commission
Attachment No. 3- November 6, 2024 City Council and the Housing Authority Board of Directors Meeting Minutes

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

MINUTES
WEDNESDAY, MARCH 6, 2024, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Zneimer on Wednesday, March 6, 2024, at 7:05 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

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

Mark Perez, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

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

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Janet Braun.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. REAL PROPERTY NEGOTIATIONS
(Government Code Section 54956.8)

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

   Agency Negotiator: Arminé Chaparyan, City Manager
   Negotiating Party: State of California, Department of Transportation
   Under Negotiation: Price and Terms of Payment

2. Property Address: 1055 Lohman Lane, APN 5313-001-905
   Agency Negotiator: Arminé Chaparyan, City Manager
   Negotiating Party: Daniel Frank dba Kon-Tiki Taco, GolfLinks Consulting, Inc. and Lisa Grabow dba Arroyo Seco Orchards
   Under Negotiation: Price and Terms of Payment

B. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION
(Government Code Section 54956.9(d)(1))

1. *Californians for Homeownership, Inc. v. City of South Pasadena, (LASC Case No. 22STCP01388)*

DRAFT

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

City Attorney Roxanne Diaz stated that no reportable action was taken during closed session. The City Council reconvened into closed session following the Regular Meeting.

PUBLIC COMMENT

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

In-Person Public Comment:

The following people spoke regarding the Special Events fee at the Arroyo Seco Gold Course: Bryan Mahler, Jean Yu, Barbara McLendon, Stacey Peterson, Emilia Aldana, Gabby Aldana, Alex Kung

Brooke Richards spoke about the Fire Department and shared her experience with the city's paramedics.

Josh Betta spoke regarding the City Manager and the City's Finances.

Caroline Howell spoke regarding traffic and safety issues on Orange Grove Avenue.

Jennifer Trotoux spoke regarding events happening at the South Pasadena Historical Museum.

Councilmember Michael A. Cacciotti presented a donation to the South Pasadena Educational Foundation.

PRESENTATIONS

3. COUNCIL FINANCE AD HOC COMMITTEE UPDATE REGARDING CITY FINANCES AND OPERATIONS IN LIGHT OF THE FIVE-YEAR FINANCIAL FORECAST AND COUNCIL DISCUSSION AND DIRECTION REGARDING THE SAME

Peter Giulioni Jr., Chair of the Finance Ad Hoc Committee, gave an update on the City's Finances and Operations.

Public Comment:
Josh Betta spoke regarding the budget and fiscal emergency.

4. CERTIFICATE OF RECOGNITION FOR THE 2024 ROSE COURT

- Queen Naomi Stillitano
- Phoebe Ho
- Olivia Marica Bohanec
- Mia Lee Moore-Walker
- Trinity Judy Dela Cruz
- Jessica Joy Powell
- Emmerson Pearl Tucker

Quinn Tang and Mayor Evelyn G. Zneimer presented the Certificate of Recognition to the 2024 Rose Court.

5. PROCLAMATION DECLARING MARCH 7, 2024, AS "KIWANIS – 100 YEAR ANNIVERSARY"

Mayor Zneimer and Ernest Arnold from the Kiwanis Club of South Pasadena presented the Proclamation Declaring March 7, 2024, as "Kiwanis – 100 Year Anniversary".

6. PROCLAMATION DECLARING MARCH 9, 2024, AS "SUDDENLY SLEEPY SATURDAY" – A DAY FOR NARCOLEPSY AWARENESS

Mayor Zneimer and Melly Rosehaven presented the Proclamation Declaring March 9, 2024 as "Suddenly Sleepy Saturday" – a Day for Narcolepsy Awareness.

7. PROCLAMATION DECLARING MARCH 2024, AS "AMERICAN RED CROSS MONTH"

Mayor Zneimer and Mark Perez, Deputy City Clerk, presented the Proclamation Declaring March 2024 as "American Red Cross Month".

8. MERCHANT MINUTE – RUE DE MIMO

Laurie Wheeler introduced a new business in South Pasadena.

9. SOCIAL MEDIA 101, COMMUNITY OUTREACH AND ANALYTICS PRESENTATION

Mary Jerejian, Management Analyst, presented on community outreach and analytics.

CHANGES TO AGENDA

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

Mayor Zneimer moved Item No. 3 to be heard following Item No. 9.

CONSENT CALENDAR

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

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

11. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $111,231.71; GENERAL CITY WARRANTS IN THE AMOUNT OF $672,205.46; TRANSFERS IN THE AMOUNT OF $173,132.50; ONLINE PAYMENTS IN THE AMOUNT OF $35,010.61; PAYROLL IN THE AMOUNT OF $820,460.48

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

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

12. APPROVAL OF A DISCRETIONARY FUNDS REQUEST FROM MAYOR PRO TEM JACK DONOVAN IN THE AMOUNT OF $2,000 FOR THE FOURTH OF JULY / FESTIVAL OF BALLOONS EVENT

Recommendation
It is recommended that the City Council:
1. Find that the requested allocation of Discretionary Funds to support the Fourth of July/Festival of Balloons Event is consistent with the findings required pursuant to the Guidelines for the Application of City Council Discretionary Budget Accounts adopted by Resolution No. 7174; and
2. Approve the requested allocation totaling $2,000 by Mayor Pro Tem Jack Donovan to support the Fourth of July/Festival of Balloons Event.

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

13. CONSIDERATION OF APPROVAL OF MAYOR'S LIST OF CITY COUNCIL LIAISON AND REGIONAL GROUP APPOINTMENTS

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, APPOINTING DELEGATES, REPRESENTATIVES, AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY OF SOUTH PASADENA, SUPERSEDING RESOLUTION NO. 7843

Recommendation

It is recommended that the City Council:

1. Approve the Mayor's list of City Council Liaison and Regional Group Appointments to various commissions, boards, and committees; and
2. Adopt a Resolution, superseding Resolution No. 7843, appointing delegates, representatives, and alternates as official representatives of the City of South Pasadena.

Zoom Comments:

Yvonne LaRose spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Mayor Zneimer and seconded by Councilmember Cacciotti to approve Item No. 13, as modified by the revision for this item listed in the Additional Documents. The motion carried 5-0, by the following vote:

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

Resolution No. 7844 was adopted.

14. CONSIDERATION OF APPROVAL OF CITY COUNCIL MEETING MINUTES FOR FEBRUARY 7, 2024, AND FEBRUARY 26, 2024

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Regular Meeting on February 7, 2024, and Special Joint Meeting with the Public Safety Commission on February 26, 2024.

DRAFT

COUNCIL MOTION AND ACTION

A motion was made by Mayor Zneimer and seconded by Councilmember Cacciotti to approve Item No. 14 with the following modifications:

On pages 14 – 7, under presentations: "Executive Director Boardmember/Treasurer Robert Gonzalez, WQA Executive Director Randy Schoellerman…"

On page 14 – 7, "Laurie Wheeler spoke on the Winter Arts Crawl event."

The motion carried 5-0 (Councilmember Primuth abstained on the February 7, 2024 minutes. 4-0-0-1), by the following vote:

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

PUBLIC HEARING

15. CONSIDER A RESOLUTION AMENDING THE GENERAL PLAN TO CREATE THE HOUSING OPPORTUNITY OVERLAY AND AN ORDINANCE TO AMEND THE ZONING CODE AND ZONING MAP TO CREATE THE HOUSING OPPORTUNITY OVERLAY ZONE ALLOWING FOR INCREASED DENSITY FOR CERTAIN PARCELS IN THE OSTRICH FARM MIXED-USE AREA AND HUNTINGTON DRIVE MIXED-USE AREA CONSISTENT WITH THE ADOPTED 6TH CYCLE HOUSING ELEMENT

ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A ZONING TEXT AMENDMENT AND ZONING MAP AMENDMENT AMENDING SOUTH PASADENA MUNICIPAL CODE (SPMC) CHAPTER 36 (ZONING) RELATED TO INCREASED DENSITY AND ESTABLISHING THE HOUSING OPPORTUNITY OVERLAY ZONE, ALLOWING UP TO 70 DWELLING UNITS PER ACRE ON SELECTED PARCELS IN THE OSTRICH FARM MIXED-USE AREA AND THE HUNTINGTON DRIVE MIXED-USE AREA, CONSISTENT WITH THE ADOPTED 2021-2029 (6TH CYCLE) HOUSING ELEMENT

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, ADOPTING A GENERAL PLAN AMENDMENT AND A GENERAL PLAN LAND USE MAP AMENDMENT ESTABLISHING THE HOUSING OPPORTUNITY OVERLAY ALLOWING UP TO 70 DWELLING UNITS PER ACRE ON SELECTED PARCELS IN THE OSTRICH FARM MIXED-USE AREA, AS DESCRIBED IN THE ADOPTED 6TH CYCLE HOUSING ELEMENT

Recommendation

It is recommended that the City Council open the public hearing, receive public testimony on the project, and then:

1. Adopt a Resolution amending the General Plan and the General Plan Land Use Map creating and applying the Housing Opportunity (HO) Overlay land use designation allowing development of up to 70 dwelling units per acre for certain parcels; and
2. Introduce by title only and waive full reading of an Ordinance to approve a Zoning Text Amendment and Zoning Map Amendment to implement the necessary changes to the South Pasadena Municipal Code (SPMC) and Zoning Map consistent with the 2021-2029 Housing Element Programs as set forth in Exhibits A, B, and C of the Ordinance creating the Housing Opportunity Overlay Zone.

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

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

In-Person Public Comments:

Josh Albrektson spoke regarding the item.

The Mayor closed the Public Hearing at 9:48 P.M.

COUNCIL MOTION AND ACTION

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

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

ABSENT: None.
ABSTAINED: None.

Resolution No. 7845 was adopted.

ACTION/DISCUSSION

16. CONSIDERATION OF APPROVAL OF THE DEVELOPMENT AND IMPLEMENTATION OF A RENTAL HOUSING REGISTRATION PROGRAM AND AUTHORIZE A SOFTWARE UPGRADE FOR AN ONLINE REGISTRY

Recommendation
It is recommended that the City Council consider the approval of the development and implementation of a rental housing registration program and authorize Staff to move forward with the software upgrade with TruePoint Solutions.

Alison Becker, Deputy Community Development Director gave a presentation and responded to questions from the City Council.

In-Person Public Comment
The following people spoke regarding the item: Rian Barrett, Jesus Rojas, Kathy LaRussa, Deborah Lutz, Nancy Elieff, Leon Khachooni, Josh Alberktson, and Peter Elieff spoke regarding the item.

Zoom Public Comment
Bryan Smith spoke regarding the item.

Discussion was held regarding the item. No motion was made on the item. (i.e. no action taken)

17. CONSIDERATION OF APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE ACTIVE STREETS MISSION – TO – MISSION 2024 EVENT

Recommendation
It is recommended that the City Council consider the approval of a Memorandum of Agreement (MOA) between the San Gabriel Valley Council of Governments (SGVCOG) and the Cities of Alhambra, San Gabriel, and South Pasadena for the Active Streets Mission-to-Mission 2022 Event and commit staff time towards the required in-kind match.

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

COUNCIL MOTION AND ACTION

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

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

PUBLIC COMMENT - CONTINUED

18. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

19. COUNCILMEMBER COMMUNICATIONS

Jon Primuth spoke regarding the upcoming Clean Power Alliance meeting.

Councilmember Primuth motioned to bring back golf course usage fee for waiver or redetermination. Seconded by Councilmember Braun.

Mayor Pro Tem Donovan spoke regarding his experience with a Public Works issue.

Councilmember Cacciotti spoke regarding the recent Girl Scout badge event in the City Council Chambers, the Tesla Police Vehicles, the San Gabriel Valley Council of Governments Homeless Committee meeting, and the Environment and Natural Resources meeting.

Councilmember Cacciotti motioned to use up to $1,000 from his discretionary funds for an upcoming press conference for the Police Electrification efforts, SCE Charge Ready Program and the CPA Solar Energy Storage. Seconded by Councilmember Primuth.

The City Manager requsted an ad hoc committee of Mayor Zneimer and Council member Braun to discuss the South Pasadena Preservation Foundation Site and Lease. The Mayor and Councilmember agreed to be the ad hoc.

20. CITY MANAGER COMMUNICATIONS

None.

ADJOURNMENT

There being no further matters, Mayor Zneimer adjourned the meeting of the City Council at 11:00 P.M. to the next Regular City Council meeting scheduled on Wednesday, July 17, 2024. The City Council went back into closed session.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED

_____
Evelyn G. Zneimer
Mayor

Attest:

_____
Mark Perez
Deputy City Clerk

DRAFT

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

M I N U T E S
THURSDAY, JUNE 27, 2024, AT 6:31 P.M.

CALL TO ORDER:

The Special Joint Meeting of the South Pasadena City Council and Finance Commission was called to order by Mayor Zneimer on Thursday, June 27, 2024, at 6:50 P.M. in the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

PRESENT	Mayor	Evelyn G. Zneimer
	Mayor Pro Tem	Jack Donovan
	Councilmember	Jon Primuth
	Councilmember	Michael A. Cacciotti
	Councilmember	Janet Braun
	Chair	Peter Giulioni Jr.
	Vice Chair	Sheila Rossi
	Commissioner	Cynthia Quade
	Commissioner	Y-Le Ho
ABSENT	None.	

Mark Perez, Deputy City Clerk, announced a quorum.

CITY STAFF PRESENT:

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

PUBLIC COMMENT

1. PUBLIC COMMENT

In-Person Comments:
Josh Betta and Alan Ehrlich spoke regarding Item No. 3.

PRESENTATIONS

2. PRESENTATION BY NHA ADVISORS, LLC OF THE UPDATED FIVE-YEAR FINANCIAL FORECAST

John Downs, Finance Director, Christian Sprunger, NHA Advisors, and staff gave a presentation and responded to questions from the City Council.

In-Person Comments:
Josh Betta and Alan Ehrlich spoke regarding Item No. 2.

PUBLIC HEARING

3. CONSIDERATION OF FINDING THE PROPOSED FISCAL YEAR 2024-2025 THROUGH 2028-2029 CAPITAL IMPROVEMENT PROGRAM CONSISTENT WITH THE CITY'S GENERAL PLAN AND RESOLUTION FOR POSSIBLE ADOPTION; AND CONSIDERATION AND DISCUSSION OF THE PROPOSED FISCAL YEAR 2024-2025 ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET AND RESOLUTION FOR POSSIBLE ADOPTION OR DIRECTION; OR CONSIDERATION AND DISCUSSION OF POSSIBLE ADOPTION OF A RESOLUTION AUTHORIZING FISCAL YEAR 2023-2024 OPERATING AND CAPITAL IMPROVEMENT BUDGET APPROPRIATIONS TO CONTINUE FOR FISCAL YEAR 2024-2025

Recommendation
It is recommended that the City Council:
1. Adopt a Resolution approving the Fiscal Year (FY) 2024-2025 through 2028-2029 Five-Year Capital Improvement Program (CIP), making a finding of consistency with the City's General Plan; and
2. Review, discuss, and consider:
    a. Approval of the attached Resolution Adopting the Proposed Fiscal Year 2024-2025 Operating and Capital Improvement Program Budget with CIP amendments written in Attachment 2 and Amendments Outlined in Attachment 4 and appropriating funds therefore; or

b. Approval of the attached Resolution authorizing the Fiscal Year 2023-2024 Operating and Capital Improvement Program Budget appropriations to continue.

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

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

In-Person Public Comments:
Josh Betta spoke regarding the item.

Zoom Public Comments:
Steven Lawrence spoke regarding the item.

The Mayor closed the Public Hearing at 9:48 P.M.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Braun and seconded by Councilmember Primuth to approve Recommendation No. 1, as presented. The motion carried 5-0, by the following vote:

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

A motion was made by Councilmember Braun and seconded by Councilmember Primuth to approve the Resolution authorizing the Fiscal Year 2023-2024 Operating and Capital Improvement Program Budget appropriations to continue through Fiscal Year 24/25 through August 31, 2024 or until the adoption of the FY 24/25 Operating and Capital Improvement Program Budget, whichever comes first, with the inclusion of the additional language as follows:

"The City Manager and Finance Department are authorized to continue payroll and benefits in the amount set forth in the City's MOUs, including the resolution for the unrepresented management employees."
The motion carried 5-0, by the following vote:

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

Resolution No. 7862 was adopted.

4. CONSIDERATION OF COUNCIL DISCUSSION AND REVIEW AND APPROVAL OF THE FISCAL YEAR 2024-25 BUDGET POLICIES

Recommendation
It is recommended that the City Council approve the FY 2024-25 Budget Policies as attached and instruct staff to include them in the final FY 2024-25 Operating and CIP Budget Book.

Scott Miller, Finance Management Consultant gave a presentation and responded to questions from the City Council.

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

In-Person Public Comments:
Josh Betta spoke regarding the item.

The Mayor closed the Public Hearing at 9:48 P.M.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Braun and seconded by Councilmember Primuth to adopt the FY 2023-2024 Budget Policies as the FY 2024-2025 Budget Policies. The motion carried 5-0, by the following vote:

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

ADJOURNMENT

There being no further matters, Mayor Zneimer adjourned the meeting of the City Council and Finance Commission at 10:22 P.M.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED:

_____
Evelyn G. Zneimer
Mayor

ATTEST:

_____
Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT

CITY OF SOUTH PASADENA
CITY COUNCIL AND THE HOUSING AUTHORITY – BOARD OF DIRECTORS

M I N U T E S
WEDNESDAY, NOVEMBER 6, 2024, AT 7:00 P.M.

CALL TO ORDER:

The Regular Meeting of the South Pasadena City Council was called to order by Mayor Zneimer on Wednesday, November 6, 2024, at 7:12 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California.

ROLL CALL:

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

Amber Tardif, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Braun.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

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

B. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION
Government Code Section 54956.9 (d)(4)
Number of Potential Cases: 1

C. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code Section 54956.8

1. Property Address: 216 Fairview Avenue, APN 5317-012-906
   Agency Negotiator: Don Penman, Interim City Manager; Dave Knight, Dave Knight Real Estate Team
   Negotiating Parties: All American Trust, LLC; CnC Group LLC; David C Cheng, et al; Eanovation Inc.; Evanna Holdings LLC; Express Lux LLC; J&C Group, Inc.; NELA Value Fund I, Inc.; Sawyer Design Company LLC; Shuhua Zheng and Hui-Wen Su; Soheil Darvish; South Coast Builders LLC; TR Studio, LLC; and Zavvie Power Buyer LLC
   Under Negotiation: Price and Terms of Payment

2. Property Address: 217 Fremont Avenue, APN 5317-012-901
   Agency Negotiator: Don Penman, Interim City Manager; Dave Knight, Dave Knight Real Estate Team
   Negotiating Party: Abiy Selassie and Tsega Selassie; All American Trust, LLC; Angela Chandna; Dv Enterprise Group LLC; Eanovation Inc.; Evanna Holdings LLC; Express Lux LLC; Hongming Jin; Jason O'Dell and/or assignee; Kona Via Properties, LLC; Ling Zhang et al; Prestige Home Realty LLC; RS Harmony Estate; Rudy Tsay; Sawyer Design Company LLC; SCLW Holdings LLC; Sergey Alvrtsyan; Mariam Simonyan; Shoreline Properties LLC or Assignees; and Zhequn Tang Under Negotiation: Price and Terms of Payment

3. Property Address: 225 Fremont Avenue, APN 5317-012-902
   Agency Negotiator: Don Penman, Interim City Manager; Dave Knight, Dave Knight Real Estate Team
   Negotiating Party: All American Trust, LLC; Angela Chandna; Audrey Moyer Eanovation, Inc.; Eric Zhigang Gong, et al.; Evanna Holdings LLC; Hongming Jin; Jason O'Dell and/or assignee; John Nau and Reeve Schley; Prestige

Home Realty LLC; Sergio Seche and Tammy Seche; and Shoreline Properties LLC Under Negotiation: Price and Terms of Payment

4. Property Address: 1707 Meridian Avenue, APN 5310-031-903
   Agency Negotiator: Don Penman, Interim City Manager; Dave Knight, Dave Knight Real Estate Team
   Negotiating Party: C&E Investments Inc.; Evanna Holdings LLC; Lucy Hanrahan and Susan Zhang; Journey Investments INC; June Teh-Chiung Cheng, et al; and Soheil Darvish
   Under Negotiation: Price and Terms of Payment

5. Property Address: 1002 Hope Street & 1008 Hope Street/726 Meridian Avenue, APN 5315-013-906
   Agency Negotiator: Don Penman, Interim City Manager; Dave Knight, Dave Knight Real Estate Team
   Negotiating Party: Evanna Holdings LLC; Garen Reyhanian; Gerard Au and Wayne Hegedus; Heather Williams, Trustee Tudor D Williams Family Trust; Hongming Jin; Jeanie Chung; Jiangping Ye; Kuan Shong, Steve Tseng and Nancy Chia-Tzu Hsieh; Lingling Deng and Xueguo Sun; Mark E Miller and Rebecca Zhou Patty Chan; Rudy Tsay; Sasebo Partners I LLC; Susan Zhang and Zhequn Tang
   Under Negotiation: Price and Terms of Payment

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

1. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION Government Code Section 54956.9 (d)(1)

a. Randy Wise v. City of South Pasadena, Workers Compensation Appeals Board Case No. ADJ16606289, ADJ16606294 (VNO)

City Attorney Roxanne Diaz stated that no reportable action was taken during the closed session.

PUBLIC COMMENT

2. <u>PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)</u>

<u>In Person Public Comments:</u>
Anne Bagasao spoke in opposition of Measure SP.

Yvonne LaRose spoke on leadership, freedom of speech, and change.

CHANGES TO AGENDA

3. REORDERING OF, ADDITIONS, OR DELETIONS TO AGENDA

CONSENT CALENDAR

Public Comment:
Josh Albrektson made a comment on items numbers 9 and 10.

Councilmember Braun pulled item number 12.
Councilmember Cacciotti pulled items numbers 9 and 10.
Mayor Zneimer pulled items numbers 6 and 8.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to approve Item Numbers. 4, 5, 7, and 11 of the consent calendar:

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

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

4. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $12,401.26; GENERAL CITY WARRANTS IN THE AMOUNT OF $682,609.04; ONLINE PAYMENTS IN THE AMOUNT OF $228,147.85; VOIDS IN THE AMOUNT OF $0; PAYROLL IN THE AMOUNT OF $1,945,118.96

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

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

5. CONSIDERATION OF APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES FOR APRIL 24, 2024, SPECIAL JOINT CITY COUNCIL AND FINANCE COMMISSION MEETING MINUTES FOR APRIL 24, 2024, SPECIAL CITY COUNCIL MEETING MINUTES FOR JULY 31, 2024, SPECIAL JOINT CITY COUNCIL AND FINANCE COMMISSION MEETING MINUTES FOR JULY 31,

2024, AND REGULAR CITY COUNCIL MEETING MINUTES FOR OCTOBER 16, 2024

Recommendation
It is recommended that the City Council consider the approval of the minutes for the Special City Council Meeting for April 24, 2024, Special Joint City Council and Finance Commission Meeting for April 24, 2024, Special City Council Meeting for July 31, 2024, Special Joint City Council and Finance Commission Meeting for July 31, 2024, and the Regular City Council Meeting Minutes for October 16, 2024.

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

6. CONSIDERATION OF APPROVAL OF THE 2025 CITY COUNCIL MEETING SCHEDULE

Recommendation
It is recommended that the City Council approve the City Council meeting schedule for the 2025 calendar year.

COUNCIL MOTION AND ACTION

Mayor Zneimer pulled the item for questions. Acting Deputy City Manager Frausto responded to the mayor's questions.

A motion was made by Mayor Zneimer and seconded by Councilmember Cacciotti to approve Item No. 6, as presented. The motion carried 5-0, by the following vote:

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

7. CONSIDERATION OF ADOPTION OF A RESOLUTION ADOPTING AN UPDATED CITY CONFLICT OF INTEREST CODE AS REQUIRED BY THE POLITICAL REFORM ACT

Recommendation
It is recommended that the City Council adopt a resolution adopting an updated City Conflict of Interest Code.

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

8. CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING THE LIBRARY SPECIAL TAX ANNUAL REPORT AND AUTHORIZING THE COLLECTION OF THE TAX FOR FISCAL YEAR 2024-2025

Recommendation
It is recommended that the City Council consider adoption of a resolution approving the Library Special Tax Annual Report and authorizing the collection of the Tax by the County of Los Angeles at the Fiscal Year 2024-2025 rates.

Mayor Zneimer pulled the item.

Mayor Zneimer noted a typo on page 2 of the staff report. Staff were asked if there are any exceptions to the library tax for seniors and low-income seniors. Library Director Billings responded that the municipal code does provide for exceptions, seniors would go through the finance department to complete the process. Mayor Zneimer expressed concern that seniors are unaware of any exceptions available to them. Library Director Billings responded that the exceptions will be more prominent and placed on the library page with the information regarding library tax.

COUNCIL MOTION AND ACTION

A motion was made by Mayor Zneimer and seconded by Councilmember Cacciotti to approve Item No. 8, as presented. The motion carried 5-0, by the following vote:

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

9. CONSIDERATION OF ENTERING INTO A MILLS ACT CONTRACT (CASE NO. MIL24-0001) FOR THE PROPERTY LOCATED AT 203 OAKLAWN AVENUE (APN: 5317-014-015)

Recommendation
It is recommended that the City Council find that the project qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15308, Class 8 and approve and authorize the entering into a Mills Act contract with the property owners of 203 Oaklawn Avenue.

Councilmember Cacciotti pulled item number 9.

Zoom Public Comment:
Josh Albrektson commented in opposition to items 9.

Councilmember Cacciotti supports the Mills Act for item number 9. He would like staff to come back within six months with information on how many Mills Act homes are in South Pasadena and how much money the city is losing because of the Mills Act

homes for accountability. Councilmember Primuth seconded the request for staff to come back with the information in six months.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to approve Item No. 9, as presented. The motion carried 5-0, by the following vote:

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

10. CONSIDERATION OF ENTERING INTO A MILLS ACT CONTRACT (CASE NO. MIL24-0002) FOR THE PROPERTY LOCATED AT 1209 INDIANA AVENUE (APN: 5314-010-061)

Recommendation
It is recommended that the City Council find that the project qualifies for an exemption under the California Environmental Quality Act (CEQA) Guidelines Section 15308, Class 8 and approve and authorize the entering into a Mills Act contract with the property owners of 1209 Indiana Avenue.

Councilmember Cacciotti pulled item number 10.

Zoom Public Comment:
Josh Albrektson commented in opposition to item number 10.

Councilmember Cacciotti supports the Mills Act for items numbers 9 and 10. He would like staff to come back within six months with information on how many Mills Act homes are in South Pasadena and how much money the city is losing because of the Mills Act homes for accountability. Councilmember Primuth seconded the request for staff to come back with the information in six months.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to approve Item No. 10, as presented. The motion carried 5-0, by the following vote:

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

11. CONSIDERATION OF APPROVAL OF THE THIRD AMENDMENT TO AN AGREEMENT WITH HDL SOFTWARE, LLC FOR BUSINESS LICENSE PROCESSING SERVICES TO EXTEND THE AGREEMENT TERM AND APPROPRIATION OF FUNDS

Recommendation

It is recommended that the City Council consider:

1. Approving the Third Amendment to the Professional Services Agreement with HdL Software, LLC (HdL) for business license processing services through October 31, 2026;
2. Approve the appropriation of $122,300 from General Fund to cover the contract amendment expenses for the extension through October 31, 2025.

12. CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT WITH COMMERCIAL DOOR COMPANY, INC. IN AN AMOUNT NOT TO EXCEED $ 208,294 FOR THE FIRE STATION BAY APPARATUS DOOR REPLACEMENT PROJECT; AND FIND THAT THE PROJECT IS CATEGORICALLY EXEMPT FROM CEQA (SECTION 15301)

Recommendation

It is recommended that the City Council consider:

1. Approve the plans and specifications for the Fire Station Bay Apparatus Door Replacement Project (Project);
2. Find that the Project is categorically exempt from CEQA pursuant to Section 15301 of the State CEQA Guidelines — Class 1, Existing Facilities;
3. Appropriate an additional $73,295 to the Fire Station Bay Apparatus Door Replacement Project from the General Fund 101, increasing the budget from $135,000 to $208,295, for a construction contract of $208,295 which includes the bid price of $198,375, and a 5% construction contingency of $9,920; and
4. Awarding a construction contract to Commercial Door Company, Inc. for construction services for door replacement in an amount not to exceed $208,295, including the proposed bid amount of $198,375 and a 5% contingency of $9,920; and
5. Reject all other bids received.

Councilmember Braun pulled item number 12.

Councilmember Braun noted the funds will be an additional appropriation from the general fund and mentioned the importance of being mindful of the appropriation amounts and if it would have to be reviewed by the Finance Commission. Interim City Manager Penman, Public Works Director, and Acting Deputy City Manager Frausto responded to questions regarding additional appropriations from the general fund and SLFRF.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Braun and seconded by Councilmember Cacciotti to approve Item No. 12, as presented. The motion carried 5-0, by the following vote:

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

PUBLIC HEARING

13. CONSIDERATION OF AN APPEAL OF APPLICATION REQUEST OF PROJECT NO. 2500-HDP/DRX/VAR/PM/TRP APPROVED BY THE PLANNING COMMISSION ON AUGUST 13, 2024 FOR A HILLSIDE DEVELOPMENT PERMIT AND DESIGN REVIEW PERMIT TO CONSTRUCT A NEW 3,214-SQUARE-FOOT, TWO-STORY, SINGLE-FAMILY DWELLING; TWO VARIANCES FOR A REDUCED SIDE YARD SETBACK AND AN ATTACHED GARAGE IN FRONT OF THE MAIN STRUCTURE; A PARCEL MERGER APPLICATION FOR A MERGER OF TWO EXISTING LOTS; AND, A TREE REMOVAL PERMIT FOR THE REMOVAL OF SIX (6) TREES AT 4931 HARRIMAN AVENUE (APNS: 5312-016-016 & 5312-016-017)

Recommendation

It is recommended that the City Council hold an appeal hearing, consider evidence, receive public testimony on the project, and then:

1. Adopt a Resolution (Attachment 1) approving the Project and denying the appeal.

Senior Planner Dean Flores presented the item.

There were no questions from the Council.

The Mayor opened the Public Hearing.

Appellant Amy Lee provided a six-minute testimony.

Zoom Public Comment:
Josh Albrektson commented on the design of the appellant's home.

Applicant Architect Paulo Cova provided a five-minute testimony.

The Appellant provided a rebuttal.

The Mayor closed the Public Hearing.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Primuth and seconded by Councilmember Cacciotti to approve Item No. 13 and deny the appeal with staff recommendation to include the conditions that prohibit construction on Sundays and any other modifications to the hours of construction be per any Council adopted policies with respect to that area, if there are no policies in that specific area, it defaults to the municipal code. The motion carried 5-0, by the following vote:

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

ACTION/DISCUSSION

14. CONSIDERATION OF APPROVAL OF AN EXCLUSIVE NEGOTIATING AGREEMENT BETWEEN THE SOUTH PASADENA HOUSING AUTHORITY AND RELATED/SOCAL DEVELOPMENT, LLC CALIFORNIA FOR THE DEVELOPMENT OF AGENCY-OWNED PROPERTY LOCATED AT 1503 AND 1507 EL CENTRO STREET

Recommendation

It is recommended that the City Council, sitting as the Board of Directors of the South Pasadena Housing Authority, consider the approval of an Exclusive Negotiating Agreement with Related/SoCal Development, LLC for the development of an affordable housing project on South Pasadena Housing Authority owned property located at 1503 and 1507 El Centro Street.

Related representative Jennifer Ng Aram presented a PowerPoint.

COUNCIL MOTION AND ACTION

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

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

ABSENT: None.
ABSTAINED: None.

15. CONSIDERATION OF AN AWARD OF A CONSTRUCTION CONTRACT WITH MONET CONSTRUCTION, INC. IN AN AMOUNT NOT TO EXCEED $ 2,112,000 FOR THE GREVELIA AND BERKSHIRE POCKET PARKS PROJECT AND AN ADDITIONAL BUDGET APPROPRIATION OF $543,930 FOR CONSTRUCTION AND PROJECT CONSTRUCTION MANAGEMENT; AND APPROVE THE PLANS AND SPECIFICATIONS FOR THE PROJECT

Recommendation

It is recommended that the City Council consider:

1. Approving the plans and specifications for the Grevelia and Berkshire Pocket Parks Project (Project); and
2. Approving a categorical exemption from CEQA for the Project, pursuant to Section 15332 of the State CEQA Guidelines — Class 32, In-Fill Development Projects; and
3. Appropriating an additional $543,930 to the Grevelia and Berkshire Pocket Parks Project, utilizing $100,000 from Park Impact Fees Fund 275 and $443,930 from General Fund 101, increasing the budget from $1,768,070 to $2,312,000, including a construction contract of $2,112,000 and additional construction management funding of $200,000, given current inadequate City staffing resources to support the Project; and
4. Awarding a construction contract to Monet Construction, Inc. for construction services for park improvements in an amount not to exceed $2,112,000.00, including the proposed bid amount of $1,836,528.80 and a 15% contingency of $275,471.20; and
5. Reject all other bids received; and
6. Authorize the City Manager to execute the contract.

COUNCIL MOTION AND ACTION

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

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

PUBLIC COMMENT – CONTINUED

17. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

18. COUNCILMEMBERS COMMUNICATIONS

Councilmember Cacciotti discussed an NRC meeting where they discussed our landscape academy. He mentioned his attendance at the COG meeting, attendance at the AQMD annual environmental justice conference held at USC where he took the Gold Line. Councilmember Cacciotti commented that the city received a letter from SPEF to use the golf course facility for which he is glad and then made a motion to come back at a future meeting with a policy to charge anyone who uses the facilities, the amount of the loss of income during their use. The mayor seconded the motion.

Mayor Zneimer mentioned she was invited to have Coffee with the Deputy Director of External Affairs of Governor Gavin Newsom.

19. CITY MANAGER COMMUNICATIONS

Interim City Manager Don Penman did not have any reports.

ADJOURNMENT

There being no further matters, Mayor Zneimer adjourned the meeting at 8:42 P.M. to the next Regular City Council meeting scheduled for Wednesday, November 20, 2024.

Respectfully submitted:

_____
Amber Tardif
Deputy City Clerk

APPROVED

_____
Evelyn G. Zneimer
Mayor

Attest:

_____
Amber Tardif
Deputy City Clerk

City Council Agenda Report

ITEM NO. 10

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Alison Becker, AICP, Acting Community Development Director
Elizabeth Bar-El, Interim Deputy Community Development Director

SUBJECT: **CONSIDERATION OF A RESOLUTION TO ACCEPT THE TERMS AND CONDITIONS FOR A REAP 2.0 GRANT IN THE AMOUNT OF $57,000, APPROVING THE EXECUTION OF AN AGREEMENT TO RECEIVE THE FUNDING FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS, AND APPROVE A FUND ALLOCATION AND APPROPRIATION**

Recommendation

It is recommended that the Council:

1. Adopt the resolution accepting the terms and conditions of the REAP 2.0 grant in the amount of $57,000 and approving the execution of an agreement to receive the funding from the Southern California Association of Governments; and
2. Allocate and approve an appropriation of $32,000 from General Fund Fund Balance Account Number 101-0000-0000-3200-000 to the Community Development Department Professional Services Account Number 101-7010-7011-8170-000 and establish a revenue fund for receipt of the grant.

Executive Summary

The Council is being asked to approve a resolution accepting a Southern California Association of Governments (SCAG) Regional Early Action Planning (REAP) 2.0 Grant in the amount of $57,000 and committing to completing all work for reimbursement by June 30, 2026. The grant was awarded in October 2023 to research and develop objective design standards (ODS) for a floating zone in appropriate single-family (RS and RE) districts located near transit, which would allow medium density housing (also known as "Missing Middle") pursuant to Housing Element Objective 3.m. This program implements State legislation (SB9 and SB10) that establishes both mandatory entitlements and City options to permit this type of housing. The grant application included an in-kind City match (staff time) of $22,300. In January 2024, SCAG delayed funding and initiation of the grants due to State budget uncertainty. In August, the process was reinstated. In October, SCAG staff informed the City that the original November 2025 project completion deadline for reimbursement had been extended to June 30, 2026. Staff can now proceed to secure the funding and begin the project following Council approval of the attached resolution.

Background

The 6th Cycle Housing Element contains a program (3.m) to implement SB9 and SB10, promoting housing opportunities with more affordable options in neighborhoods with higher

incomes and resources. A specific implementation tool noted in this program is a “Missing Middle” housing program (Attachment 2), to establish objective design standards (ODS) for relevant housing types at densities of 15 du/acre in RS and RE zones located within high quality transit areas. Multi-unit projects in these areas would be based on entitlements contained in SB9 or SB10. Missing Middle housing types contemplated for this program include duplexes, triplexes, fourplexes, and cottage courts.

State statutes restrict the City from requiring discretionary permits for residential projects built subject to these State programs, so City-adopted objective design standards would provide a mechanism to achieve new housing that is consistent with South Pasadena’s residential character through administrative review. The Housing Element timeline calls for adoption of ODS 24 months after Council adoption of the Housing Element.

To implement this housing element program, in July 2023, the Community Development Department applied for funding through a SCAG REAP 2.0 grant in the amount of $57,000, with a matching City in-kind contribution of $22,300. South Pasadena’s project was included in SCAG’s REAP 2.0 funding awards, approved by the SCAG Regional Council on October 5, 2023. Per the Call for Projects timeline, an MOU to authorize reimbursement for work was to have been signed by January 4, 2024, for a term ending November 25, 2025. This would provide 23 months for project completion, including review by Planning Commission and a Council adoption hearing.

However, on January 25, 2024, City staff received notification that funding was planned for reduction in the Governor’s 2024-25 State Budget proposal. With uncertainty regarding the outcome, SCAG staff had decided to suspend the grant awards pending clarification of funding availability. Ultimately, funding was restored to resume SCAG’s administration of REAP 2.0. The City was informed on July 29, 2024, that its grant award was still available, and that meetings with grantees to resume processing the grants would take place in August. In October, City staff was informed that the grant completion date was extended to June 30, 2026.

Analysis
The acceptance of this grant award would allow staff to complete the contracting process with SCAG and begin implementing a housing element program that was strongly encouraged by the State Department of Housing and Community Development (HCD) to affirmatively further fair housing.

In the time since this REAP 2.0 grant was awarded, significant Community Development staff changes have occurred, and the department is currently reconstituting itself through the hiring process and temporary staff. Despite this challenging situation, staff continues to work toward achieving housing element goals and continuing the strong achievements of the housing division over the past two years. Given the additional time for completion of the grant, and available interim staff to support project initiation, staff anticipates that this project can be implemented as envisioned when the grant application was submitted.

Alternatives (if applicable)
As an alternative to the recommendation, the Council may elect to forfeit the grant money and remove the project from the department's work plan.

Fiscal Impact
Acceptance of the grant will require the City to budget $57,000 to fund the project consultant contract, to be reimbursed by SCAG as the project progresses and the City submits invoices. Account Number101-7010-7011-8170-000 currently includes $25,000 for this project. This action will require an additional $32,000 to be budgeted in this account through a general fund allocation and appropriation from Account Number 101-0000-0000-3200-000.

Given department priorities and current staffing, project kick-off would most likely begin in late January-early February 2025. SCAG would authorize reimbursement of all work completed and invoiced by June 30, 2026, a period of approximately 18 months.

No additional budget is required for the City's in-kind match (staff time). Staff time expended on the project will be tracked for auditing purposes.

Key Performance Indicators and Strategic Plan
The project to be undertaken with this grant implements the 2021-2026 Strategic Plan's Goal #5, "Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs."

Attachment:
Attachment No. 1 - Resolution
Attachment No. 2 - Housing Element Program 3.m

RESOLUTION NO. XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING THE EXECUTION OF AN AGREEMENT TO RECEIVE FUNDING FROM THE REGIONAL EARLY ACTION PLANNING GRANT PROGRAM OF 2021

WHEREAS, the Regional Early Action Planning Grant Program of 2021 ("REAP 2.0") program was established by the California state legislature as part of the 2021 California Comeback Plan under AB 140 to confront the statewide housing affordability crisis by building and expanding on the success of the REAP 2019 program by integrating housing and climate goals and allowing for broader planning and implementation investments to facilitate housing supply, choice, and affordability; and

WHEREAS, REAP 2.0 funded activities must meet the program objectives, which are to accelerate infill development that facilitates housing supply, choice and affordability; affirmatively further fair housing; and reduce vehicle miles traveled. Further, all residential development must be in areas meeting the definition for "In Fill" provided in the REAP 2.0 state guidelines; and

WHEREAS, the Southern California Association of Governments ("SCAG") issued a call for applications under the Projects to Accelerate Transitional Housing ("PATH") Program; and

WHEREAS, SCAG intends to award $57,000 to the City of South Pasadena to complete and deliver the Missing Middle Objective Design Standards project.

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

SECTION 1. The City Council hereby authorizes and directs such actions as are necessary and appropriate to accept the grant award of REAP 2.0 funds in the amount of $57,000 from SCAG.

SECTION 2. The City Manager or City Manager's designee is hereby authorized and directed to: (a) execute an agreement with SCAG and any amendments thereto; and (b) take all reasonably necessary and appropriate actions to complete the Missing Middle Objective Design Standards project, fulfill all obligations required, and seek reimbursement of grant funds awarded, pursuant to the above referenced call for applications and in a manner consistent and in compliance with the REAP 2.0 guidelines and objectives and PATH Program guidelines and all applicable state and federal statutes, rules, regulations, and laws.

SECTION 3. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 20th day of November, 2024.

Evelyn G. Zneimer, Mayor

ATTEST:

Mark Perez, Deputy 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 City Council meeting held on the 20th of November, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mark Perez, Deputy City Clerk

Program 3.m – Implement SB 9 and SB 10

The City intends to promote the housing mobility opportunities and increase the supply of affordable units in neighborhoods with higher incomes and resources. This will include the development of streamlined processes for SB9 and an SB10 implementation program with pre-approved building typologies.

Specifically, the City will create a "Missing Middle" housing program. This program will establish objective design standards for certain housing types in low density residential zones within high-quality transit areas as defined by the Southern California Association of Governments (SCAG), except where the boundary may overlap with designated high fire hazard areas. Missing Middle housing types contemplated for this program will include duplexes, triplexes, four-plexes, and cottage courts.

The baseline density for this program will be 15 du/acre in the RE and RS zones. Staff shall present a specific proposal to the City Council for consideration and adoption, including a finding that the ordinance is consistent with the City's obligation to affirmatively further fair housing. The missing middle housing program proposal will include:

- Zoning Code Text Amendment to establish a Missing Middle housing program.
- Appropriate development standards to facilitate program density including but not limited to: identifying lot size requirements, reducing setbacks, increasing FAR and evaluating minimum unit size requirements.
- A simple waiver system to ensure development standards do not preclude the density of 15 du/acre.
- An exhibit or definition to clearly demarcate the area that is subject to the ordinance.

By December 2027, the City will analyze whether it is on track to meet the eight-year objective for the Missing Middle housing program. If, at that point, the City is not on track to meet the eight-year objective, it will increase the allowable maximum density for this program. **Eight-year Objective:** Facilitate the development of at least 50 units with the SB10 Missing Middle housing program over the reporting period.

Funding Source: General Fund; SCAG REAP 2.0 Grant **Responsible Agency:** Community Development Department

Timeframe: The City will work with a technical consultant to develop objective design standards or building typologies related to this program and prepare and present the necessary implementation policy and zoning amendments to effectuate the program within 24 months of the adoption of the Housing Element.

By December 2027, analyze Missing Middle housing program and make modifications as necessary.

Program 3.n – Zoning Changes

This program will be achieved through inclusion of new or revised development standards or updates to processes and procedures to address constraints identified in this Housing Element and facilitate increased densities in the updated General Plan and the Downtown Specific Plan (DTSP) currently undergoing public review. In addition, comparable Zoning Code revisions outside of the DTSP area

City Council Agenda Report

ITEM NO. 11

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Brian Solinsky, Chief of Police
Merrill Ladenheim, Deputy Chief of Police

SUBJECT: **CONSIDERATION OF APPROVAL OF A PROPOSED THREE-YEAR CONTRACT SERVICES AGREEMENT WITH THE PASADENA POLICE DEPARTMENT FOR JAIL BOOKING AND HOUSING SERVICES OF SOUTH PASADENA POLICE ARRESTEES FOR A TOTAL AMOUNT NOT-TO-EXCEED $83,000 FOR FISCAL YEARS 2024-2025, 2025-2026, AND 2026-2027.**

Recommendation

It is recommended that the City Council:

1. Approve the proposed three-year Contract Services Agreement with the Pasadena Police Department for jail booking and housing services of South Pasadena Police arrestees for a total amount not to exceed $83,000 for Fiscal Years 2024-2025, 2025-2026, and 2026-2027 in the form approved by the City Attorney and City Manager.
2. Authorize the City Manager to execute the proposed Contract Services Agreement with the Pasadena Police Department with an option for two additional three-year agreements not to exceed $83,000 per extension term.

Background

The South Pasadena Police Department (Department) closed its jail and suspended jail operations in 1997 to reduce operational costs and potential liability. During that time, the city of South Pasadena (City) examined alternative jail housing locations and determined the Pasadena Police Department's jail was the best available option due to adequate housing capacity and the proximity to the Pasadena Superior Courthouse, where the Department's criminal matters were filed and adjudicated at the time. The City moved forward and contracted with the City of Pasadena (Pasadena) for jail services until the year 2005.

In the Fall of 2003, the Los Angeles County District Attorney's Office contacted the Department regarding the feasibility of transferring the Department's cases to the Alhambra Courthouse. Then in November 2004, the Department received notification from the Pasadena Superior Court's Supervising Judge, advising due to the court's reorganization, all criminal and traffic matters from the Department would now be filed at the Alhambra Courthouse, effective January 1, 2005.

To better align inmate housing with courthouse proceedings, the City entered into a contract for jail services with the city of Alhambra (Alhambra) on January 19, 2005. The Department continued the jail services contract with Alhambra until it received notice on July 16, 2024,

when Alhambra informed the Department they were ending the contractual agreement for jail services, effective August 16, 2024. Alhambra has granted the Department 30-day extensions of the jail services contract while the Department explored and sought other inmate housing and jail services contract options.

Alhambra decided to end the long-established jail services contract with the City in response to an increase in the foot traffic of recently released arrestees from the jail. A small segment of the released population engaged in loitering and public nuisance activities and, on some occasions, committed additional crimes.

Analysis

Due to the Department closing its jail and suspending jail operations in 1997, the City has contracted for jail services from Pasadena (1997-2005) and Alhambra (2005-present). Alhambra provided notice to the Department regarding it intent to end the contract for jail services effective August 16, 2024, with 30-day extensions until the Department could find alternative jail services for arrestees.

The Alhambra jail services contract agreement charged the City $72.00 for each arrestee booked and $72.00 per day for housing each day thereafter. The Pasadena jail services contract agreement will charge the City $112.00 for each arrestee booked and $52 per day for housing each day thereafter, not to exceed $83,334 during the three-year term of the contract with up to two additional three-year extension periods, not to exceed $83,333 per extension year.

During the booking process for misdemeanor and felony offenses, an arrestee is required to be fingerprinted, photographed and positively identified using a Live Scan machine. During this process, Live Scan equipment records an arrestee's fingerprints, uploads the prints into the Automated Fingerprint Identification System (AFIS), and electronically submits the data to the California Department of Justice. The Los Angeles County Sheriff's Department (LASD) is responsible for providing all Live Scan hardware, software, set-up, training, authorization and support for every law enforcement agency located within Los Angeles County, at no cost.

Since closing and suspending the Department's jail operations, all misdemeanor and felony arrestees were booked and processed elsewhere, resulting in the Live Scan equipment originally issued to the Department by the LASD becoming outdated and obsolete and eventually removed by the LASD.

Pursuant to California Penal Code 853.6 (a)(1), which states in part, when a person is arrested for an offense declared to be a misdemeanor, including a violation of a city or county ordinance, and does not demand to be taken before a magistrate, that person may be released pursuant to subdivision (g). Subdivision (g) states, in part, the officer may book the arrested person at the scene or at the arresting agency prior to release. Based on the above, the Department booked all in-custody misdemeanor and felony arrestees at the Alhambra jail, incurring booking and housing fees for each arrestee booked, including "cite and release" misdemeanor offenses.

In anticipation of a new jail services contract and to mitigate Pasadena's booking charges associated with certain misdemeanor offenses, the Department negotiated with the LASD for a new Live Scan system, which was installed at the Department and fully operational as of August 2024. In addition, the Department requested from the LASD and was provided with

five “Evolution” devices. These new, state-of-the-art, handheld mobile field identification devices provide fingerprint identification to officers in the field and can also be used to cite and release certain arrestees in the field. This new equipment and the associated training was provided at no cost to the Department.

To maximize organizational efficiencies, it remains important for arrestees to be booked and housed at a jail nearest to both the Department and the courthouse where they will appear. This goal avoids unnecessary prisoner transportation costs and reduces travel time for patrol officers and detectives. The authorization by the Supervising Judge of the Pasadena and Alhambra Courthouses to re-align court proceedings for Department arrestees accomplishes this goal.

Alternatives (if applicable)

1. An alternative to contracting outside of the City for jail services is to reopen the Department’s existing jail facility. Staffing models utilized regionally by other municipalities include hiring jailers employed directly by the City and contracting out for private jail service providers.
2. Another alternative is booking Department arrestees at the LASD’s Inmate Reception Center (IRC) in downtown Los Angeles. Department personnel are familiar with booking arrestees at IRC when Alhambra cannot accommodate the booking due to issues including medical concerns, high escape risk, etc. Booking arrestees at the IRC is a lengthy process due to wait times associated with the volume of inmates being processed at the facility and other facility challenges, including but not limited to jail facility lockdowns. The travel time to IRC also precludes an officer’s ability to quickly return to the City to handle emergency calls for service and other exigent police matters.

3. The Department concluded due to proximity and housing capacity, the Pasadena Police Department’s jail would provide the best alternative location to house Department arrestees. After discussions confirming the viability of utilizing Pasadena’s jail, the Department contacted the Supervising Judge in charge of both the Pasadena and Alhambra Courthouses and obtained authorization for all of the Department’s in-custody felony and misdemeanor arrestees to be adjudicated at the Pasadena Courthouse once the Pasadena jail services contract is approved by the City. Further, all out-of-custody felony cases would be filed at the Pasadena Courthouse, while all out-of-custody misdemeanor cases would continue to be filed at the Alhambra Courthouse.

Fiscal Impact

Funding for the Jail Services Contract is available in Contract Services, Fund 101-4010-4011-8180, in the amount of $30,000. No additional funds are needed.

The jail services contract with Alhambra provided for a cost of $72.00 for each arrestee booked and $72.00 per day for housing each day thereafter. The Pasadena jail services contract agreement will charge $112.00 for each arrestee booked and $52.00 per day for housing each day thereafter, not to exceed $83,334 during the three-year term of the contract with up to two additional three-year extension periods, not to exceed $83,333 per extension year. The new contract will result in a $40.00 increase per each arrestee booked, but a $20.00 decrease per day for housing each day thereafter.

A three-year review of costs paid to Alhambra for the jail services contract averaged $2,450 per month or $29,400 per year. It is important to note many factors can affect the number of

arrests made by the Department that are oftentimes outside control of the Department.
With the Department's acquisition of new, state-of-the-art equipment acquired at no cost to the City, coupled with leveraging technology to divert certain misdemeanor cite and release arrestee bookings from the Pasadena jail, the Department anticipates a cost savings associated with the proposed jail services contract.

Commission Review and Recommendation
This item was not reviewed by the Public Safety Commission.

Attachment:
Attachment No. 1 - Services Contract

SERVICES CONTRACT NO.

THIS CONTRACT is made between the CITY OF PASADENA ("Pasadena"), a municipal corporation, and CITY OF SOUTH PASADENA, a municipal corporation ("South Pasadena").

Pasadena and South Pasadena agree as follows:

1.0 EMPLOYMENT OF PASADENA.

1.1 South Pasadena agrees to engage Pasadena to perform the jail support services as hereinafter set forth.

1.2 The term of this Contract shall be three (3) years from the date of execution by the City, or until the amount of $83,334, is expended, whichever occurs first. This Contract may be extended for a period of up to two (2) additional three-year extension periods not to exceed $83,333 per extension period, subject to the approval of the parties.

2.0 SCOPE OF SERVICES.

2.1 Pasadena shall perform all work necessary to receive, book, process and house medically cleared arrestees from South Pasadena. Such persons include, but are not limited to, those persons who have been arrested on qualifying charges that will be subject to housing in custody until arraignment or for qualifying felony charges.

2.2 Pasadena shall not book, process or house arrestees for charges that qualify the arrestee to be released on citation from Pasadena.

2.3 If an arrestee from South Pasadena requires medical attention, South Pasadena shall timely respond to Pasadena and transport the arrestee to a location to receive medical attention, or, if not feasible, South Pasadena shall pay all costs incurred by Pasadena to provide the service.

2.4 If an arrestee from South Pasadena is summoned to court, South Pasadena shall respond and transport the arrestee.

2.5 If South Pasadena does not timely respond to provide transportation or prisoner security services for a South Pasadena arrestee held by

Pasadena, and it becomes necessary for Pasadena to provide officers to transport, provide prisoner security, or respond because South Pasadena officers are unavailable, South Pasadena shall be responsible for the cost of such services.

2.6 All services performed by Pasadena shall be to the satisfaction of South Pasadena.

2.7 All services shall be performed according to the standards then prevailing in the law enforcement profession.

3.0 PERSONNEL.

3.1 Pasadena represents that it employs, or will employ, at its own expense, all personnel required to perform the services under this Contract.

3.2 Pasadena shall not subcontract any services to be performed under this Contract without prior written approval of South Pasadena.

4.0 TIME OF PERFORMANCE.

4.1 Pasadena shall commence its services upon the effective date of this Contract, and shall complete the services on or before three (3) years from the effective date.

5.0 COMPENSATION AND FEES.

5.1 For satisfactory and timely performance of the services provided for hereunder, South Pasadena shall pay Pasadena its reasonable costs as set forth in Pasadena's then-current General Fee Schedule, including, but not limited to, Inmate Housing fees such as Municipal Agencies 1st Night (Fee 586, currently $112) and Municipal Agencies, Each Additional Night (Fee 587, currently $52). Additionally, for transport, security, or related services described in Section 2.0, if such services are provided by Pasadena Police Department employees, South Pasadena shall pay the top step blended rate (overtime) for a Police Corporal as described in the then-current Pasadena Police Department's Hourly Rate for Billing Outside Events, which shall be billed in quarter hour increments; other services shall be billed to South Pasadena at cost. Any additional services (beyond the scope of services) and the associated fees must be mutually agreed upon by the parties.

5.2 Pasadena's total compensation under this Contract, including extension periods, shall not exceed $250,000 without the prior authorization of the Pasadena City Manager or Pasadena City Council, as appropriate.

6.0 PAYMENT.

6.1 As scheduled services are completed, Pasadena shall submit to South Pasadena an invoice for the services completed and authorized expenses.

6.2 South Pasadena shall pay Pasadena the amount invoiced within thirty (30) days after the City approves the invoice.

7.0 CHANGE ORDERS.

7.1 There is no change order authority provided in this Contract.

8.0 SOUTH PASADENA'S RESPONSIBILITY. South Pasadena shall cooperate with Pasadena as may be reasonably necessary for Pasadena to perform its services; and shall give any required decisions as promptly as practicable so as to avoid unreasonable delay in the progress of Pasadena's services.

9.0 GENERAL TERMS AND CONDITIONS.

9.1 INDEPENDENT CONTRACTOR. It is understood that in the performance of the services herein provided for, Pasadena shall be, and is, an independent contractor, and is not an agent or employee of South Pasadena and shall furnish such services in its own manner and method except as required by this Contract. Further, Pasadena has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Pasadena in the performance of the services hereunder.

9.2 NO ASSIGNMENT. This Contract shall not be assigned without the prior written consent of the parties and approval by their respective City Attorneys, which may be withheld in a party's sole discretion.

9.3 INTERPRETATION.

9.3.1 Applicable Law. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California.

9.3.2 Entire Agreement. This Contract, including any Exhibits attached hereto, constitutes the entire agreement and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

9.3.3 Written Amendment. This Contract may only be changed by written amendment signed by the parties' authorized representatives, subject to any requisite authorization by their respective City Councils. Any oral representations or modifications concerning this Contract shall be of no force or effect.

9.3.4 Severability. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

9.3,5 Order of Precedence. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail.

9.3.6 Choice of Forum. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into and is performed in the Cities of Pasadena and South Pasadena and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

9.3.7 Duplicate Originals. There shall be two (2) fully signed copies of this Contract, each of which shall be deemed an original.

9.4 ATTORNEY'S FEES. Except as otherwise provided herein, if any action at law or in equity is brought to enforce or interpret the terms of this Contract, each party shall be responsible for their own attorney's fees, costs and necessary disbursements.

9.5 TIME OF ESSENCE. Time is strictly of the essence with respect to provisions under this Contract and each and every covenant, term and provision hereof.

9.6 AUTHORITY OF PARTIES. The parties hereby represent and warrant to each other that they have the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and the execution of this Contract has been duly authorized.

9.7 ARBITRATION OF DISPUTES. Any dispute for under $25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof.

9.8 INDEMNITY.

Pasadena and South Pasadena agree to indemnify, hold harmless, release and defend the other party to this Contract, their City Councils, and each member thereof, and officers, employees and representatives, from any and all liability, loss, suits, claims, damages, costs, and expenses (including attorney's fees and costs of litigation) which directly or indirectly result from, or arise out of their own performance under this Agreement or from their own negligent acts.

Notwithstanding the foregoing, South Pasadena agrees to indemnify, hold harmless, and defend (even if the allegations are false, fraudulent, or groundless), to the maximum extent permitted by law, Pasadena, the Pasadena City Council and each member thereof, and Pasadena's officers, employees, commission members, and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

A. Any activity on or use of Pasadena's premises or facilities by arrestees from South Pasadena; or

B. Any acts, errors or omissions of arrestees from South Pasadena in connection with the performance of this Contract.

The agreement to indemnify in this paragraph includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, South Pasadena and its employees or agents, and members of the general public). The sole negligence or willful misconduct of Pasadena, its employees or agents other than South Pasadena or South Pasadena's subcontractors are excluded from the agreement to indemnify in this paragraph.

9.9 NOTICES.

Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the agency or another city department is not adequate notice.

If to Pasadena:
Eugene Harris, Chief of Police
Pasadena Police Department
207 N. Garfield Avenue
Pasadena, CA 91101

If to South Pasadena:
Brian Solinsky, Chief of Police
City of South Pasadena
1414 Mission St.
South Pasadena, CA 91030

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

9.10 TERMINATION FOR CONVENIENCE (Without Cause). This Contract shall be terminated upon thirty (30) days written notice to that effect, initiated by either party without cause at any time. Notwithstanding the foregoing, South Pasadena shall compensate Pasadena for any outstanding invoices or agreed costs.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date set forth below.

DATED:

CITY OF PASADENA

By: _____
MIGUEL MÁRQUEZ
City Manager

ATTEST:

_____
Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:

_____
Javan N. Rad
Chief Assistant City Attorney

DATED:

CITY OF SOUTH PASADENA

By: _____
Don Penman
Interim City Manager

ATTEST:

_____
Mark Perez
Deputy City Clerk

JNR/smm
UN8UTO3N0D39MB
10/7/2024

City Council Agenda Report

ITEM NO. 12

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **CONSIDERATION OF APPROVAL OF THE SECOND AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. FOR A WATER AND WASTEWATER SERVICE RATES STUDY TO INCREASE THE COMPENSATION TO A NOT TO EXCEED AMOUNT OF $94,300**

Recommendation

It is recommended that the City Council consider approval of an amendment of an existing Professional Services Agreement with Raftelis Financial Consultants, Inc. (Raftelis) to conduct a comprehensive rate study for water and wastewater services in the amount of $94,300.

Executive Summary

This second amendment (Attachment 1) to an existing professional services agreement (Attachment 2) requests approval to increase the contract value of an existing professional services agreement for a water and wastewater service rate study.

Background

The City's Public Works and Finance Departments are responsible for implementing fees for the cost of delivering water and wastewater services to the community. Raftelis was selected for this project in 2022. The project team includes the same principal members that have assisted the City in the past, and a similar scope to previous rate studies, including incorporation of long-term capital improvements, necessary funding for debt issue and long-term liabilities, and increases in the cost of purchased and produced/treated water. In addition, the study includes an evaluation of the current and potential alternative rate structures, Proposition 218 compliance considerations, and the minimization of customer impacts while maintaining adequate water and sewer reserves.

Analysis

As a result of the staff turnover in the Public Works and Finance Departments, the project has been paused for some time. Given the recent hiring of a water-funded management analyst in the Public Works Department, and contracted resources added to the Finance Department, the study may now commence under the Consultant's current Fiscal Year 2024-2025 rate structure. Raftelis was awarded the contract to conduct this work in 2022 at a cost of $79,990. The cost to conduct the work in Fiscal Year 2024-2025 is $94,300, including a $89,300 fee and $5,000 as a contingency, funded by the Water and Sewer Enterprise funds.

Fiscal Impact

City Council had previously appropriated $80,000 from Public Works Water Distribution Professional Services Account No. 500-6010-6710-8170-000 during adoption of the Fiscal Year 2024-2025 Annual Budget for a Water Rate Study, and previously appropriated $40,000 from the Public Works Sewer Maintenance Professional Services Account No. 210-6010-6501-8170-000 for a Sewer Rate Study. Therefore, there is sufficient funding already appropriated in the Fiscal Year 2024-2025 Annual Budget for this work.

Key Performance Indicators and Strategic Plan
This item is related to the Strategic Plan goal to Develop and Implement Fiscal Policy to Ensure Financial Future.

Commission Review and Recommendation
This item was not reviewed by a City Commission.

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 2nd Amendment to Professional Services Agreement
Attachment No. 2 - Executed Professional Services Agreement
Attachment No. 3 - Executed 1st Amendment to Professional Services Agreement

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 20th day of November 2024, by and between the CITY OF SOUTH PASADENA ("CITY") and RAFTELIS FINANCIAL CONSULTANTS, INC. ("CONSULTANT').

RECITALS

WHEREAS, on August 18, 2022, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to conduct a comprehensive rate study for water and wastewater services; and

WHEREAS, the original Agreement was in the amount of $79,990.00; and

WHEREAS, the original Agreement stated a Termination date of June 30, 2023; and

WHEREAS, the First Amended Agreement stated a new Termination date of: Until work is determined complete by the Public Works Director;
and

WHEREAS, the CITY desires to execute the Second Amendment to increase the Agreement amount in order to facilitate services needed for Fiscal Year 2024-25 and expected future invoices.

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Ninety-Four Thousand, Three-Hundred Dollars ($94,300), including a $89,300 fee, and $5,000 as a contingency.

2. 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	"Consultant" Raftelis Financial Consultants, Inc.
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Raftelis Financial Consultants, 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 **Raftelis Financial Consultants, Inc.** ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: **Study on Water and Wastewater Service Rates.**

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

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

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

3. DEFINITIONS

3.1. "Scope of Services": **see Exhibit A**

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

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-Nine Thousand, Nine-Hundred and Ninety Dollars (**$79,990**), including $74,990 for the proposed work, and $5,000 as a contingency.

3.5. "Commencement Date": **August 17, 2022**.

3.6. "Termination Date": **June 30, 2023**.

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,

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

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. **Sudhir Pardiwala** 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 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.

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

6. SUBCONTRACTING

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

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

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

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

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

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

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

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

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

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, where City may reuse and modify the written products without the action for additional compensation to Consultant; any reuse or modification of written product shall be at the sole risk of the City. 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.

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

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, **Raftelis Financial Consultants, Inc.** shall indemnify, hold harmless, and defend City from and against claims, losses, costs or expenses for any personal injury or property damage allegedly proximately caused by 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 approved by the City, 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.

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

11.5 **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.

11.6 **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.

11.7 **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: **Study on Water and Wastewater Service Rates**
- 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.

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

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

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

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

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

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

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

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

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

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

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

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

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

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

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

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

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

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

13. MUTUAL COOPERATION

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

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

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

14. NOTICES

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

If to City

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

If to Consultant

Sudhir Pardiwala
Raftelis Financial Consultants, Inc.
445 S. Figueroa Street, Suite 1925
Los Angeles, CA 90071
Telephone: (626) 583-1894

With courtesy copy to:

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

15. SURVIVING COVENANTS

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

16. TERMINATION

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

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

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.

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

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

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

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

18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

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

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

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

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

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

"City"
City of South Pasadena

By: _____
Signature

Printed: Arminé Chaparyan

Title: City Manager

Date: 8/18/22

"Consultant"
Raftelis Financial Consultants, Inc.

By: _____
Signature

Printed: Sudhir Pardiwala

Title: Exec Vice President

Date: 8-17-22

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

Attest:

By: _____
Yolanda Chavez
Interim City Clerk Records Specialist

Date: 8/18/22

Approved as to form:

By: _____
Andrew L. Jared, City Attorney

Date: 8/18/2022

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

EXHIBIT A

Scope of Work

Raftelis Financial Consultants, Inc.

Project Team:

Project Manager:	Sudhir Pardiwala, PE
Technical Reviewer:	Nancy Phan
Staff Consultants:	Jonathan Jordan
	Lindsay Roth
	Nick Kennedy

Task 1: Project Management, Administration, and Initiation

Task 1.1: Ongoing Project Management and Quality Assurance/Quality Control Process

General administrative duties including client correspondence, billing, project documentation, and administration of the Study.

Task 1.2: Project Initiation, Kick-Off Meeting, and Data Collection

Perform due diligence to ensure that project stakeholders agree to the project's goals, approach, work plan, schedule, and the Study's priorities. As part of the meeting, Raftelis will:

- Discern the major drivers for the Study
- Work with City staff to identify and prioritize pricing objectives
- Discuss reserves and reserve policies
- Discuss debt policies for capital funding and capital projects
- Review the data request list and pinpoint data gaps or questions

A detailed data request list will be provided prior to the kick-off meeting and will be reviewed and amended if necessary. The Project Team will study this data diligently to understand the City's revenue streams, operating and capital expenditures, water supply conditions, and customer base and usage patterns to perform the Study in line with the City's overall objectives.

Meeting: One (1) kick-off web meeting with City staff

Deliverables: Data request list, kick-off meeting agenda and minutes

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

Task 2: Financial Plan Development

After the data has been compiled and analyzed, Raftelis will begin the process of developing a five-year financial plan for both water and wastewater which will involve projecting demand for accounts and consumption and forecasting revenue requirements. Raftelis will develop a detailed forecast model that will serve as the initial module of the Financial Plan and Rate Model (Model). Once completed, the Models will serve as a comprehensive yet flexible planning tool that will incorporate the City's capital improvement plan, capital financing plan, forecasted demand projections, revenue requirements, detailed cost and revenue projections, and reserve balances.

The Project Team will itemize costs from the City's budget into appropriate cost categories and determine a five-year cost forecast based on inflation assumptions provided by City staff. In addition, Raftelis will project non-rate revenues such as late fees, interest, miscellaneous fees, etc. that may be used to offset rate increases. Another important element of our financial plan is the development of reserves for operating, capital, rate stabilization, and emergency purposes. Raftelis will take into consideration the City's risk management and financial policies to recommend appropriate reserve targets.

Ultimately, the Project Team will project how much cash needs to be collected through water and wastewater rates to meet projected revenue requirements while minimizing sharp rate fluctuations. The Model will determine the capability of the City's existing and scheduled water and wastewater rates to support operations, and if necessary, propose revenue adjustments that will allow the City to effectively meet its financial obligations. Projecting revenue adjustments over a long planning horizon can illustrate future rate impacts and potential challenges to the City's financial situation in both the short-term and long-term. This will allow the City to plan expenses, reserve balances, and/or capital project schedules to smooth rate impacts and to maintain financial stability throughout the five-year planning horizon.

Raftelis will create customized computer models to develop revenue requirements, perform financial planning, and calculate water and wastewater rates based on a standardized approach to meet the City's specific needs. Key model features include:

- Revenue adjustments required for the next five (or more) years to meet debt coverage and target reserve balance(s)
- Projected operating costs and revenue streams
- Reserve balances and target levels according to the City's fiscal policies
- Different funding sources of CIP (rate or debt financed)
- Spin buttons (dynamic selection options) for scenario analyses

Meetings: Two (2) web meetings with City staff

Deliverables: Two (2) draft financial plan models in Microsoft Excel 2013 or later

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

Task 3: Cost-of-service Analysis

For the water system, the cost-of-service analysis is based on industry standards and methodologies approved by the American Water Works Association (AWWA) and described in the Manual M1: Principles of Water Rates, Fees and Charges, 7th Edition (Manual M1) (which was co-authored by Raftelis staff). Cost allocations among customer classes will be based on the AWWA-approved Base-Extra Capacity approach which focuses on the different usage patterns, or peaking factors, demonstrated by each customer class.

Based on the revenue requirement identified in the financial plan, water expenses are allocated to cost components, including capacity-related costs, commodity costs, conservation costs, and other direct and indirect costs consistent with industry standards. The end goal of this task is to distribute the cost components to customer classes based on the cost responsibility of each. The result is the total cost to serve each customer class which is used as the basis to develop rates.

For the wastewater system, Raftelis will use the methodologies set forth by the Water Environment Federation (WEF) in their Manual of Practice No. 27, Financing and Charges for Wastewater Systems (which was co-authored by Raftelis staff, including Sudhir Pardiwala). Cost allocations among customer classes will be based on the flow of each class.

Meeting: One (1) web meeting with City staff

Deliverable: Draft cost-of-service analysis models in Microsoft Excel

Task 4: Rate Development and Customer Impacts Analysis

Task 4.1: Rate Calculation and Development

After conducting the cost-of-service analysis, Raftelis will calculate water and wastewater rates under the current rate structures. Providing affordability in the first tier will be one of the objectives of the rate structure. The Models will also have the built-in capability to conduct various scenario analyses to address different issues such as water usage reduction, wastewater flows, etc. to calculate water and wastewater rates under each scenario. The rate dashboard, which displays key variables and results instantaneously.

Task 4.2: Customer Impacts Analysis

Raftelis will determine the potential financial impact on customers that result from the proposed rates. The customer impact analysis will include a series of tables and figures that show projected rate impacts by customer class at various levels of usage.

Meeting: One (1) web meeting with City staff

Deliverables: Draft rate models and Draft customer impacts analysis models – both in Microsoft Excel

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

Task 5: Draft and Final Report Preparation

Raftelis will prepare a detailed report for both water and wastewater explaining the nexus between costs and rates clearly identified step by step in an administrative record. Raftelis will prepare a Draft Report which will include an executive summary highlighting the major issues and decisions reached during previous meetings with City staff. The main body of the reports will include a brief physical description of each utility system and service areas and an overview of operations and maintenance expenses, capital projects, financial plan, and a detailed description of the cost-of-service analysis and proposed rates. They will also contain a discussion on rate structure selection, rate design assumptions, and analysis and methodologies used to develop the rates. The Reports will clearly show the nexus between the City's costs and proposed rates.

City staff will provide comments for incorporation into the Final Reports. Following the submission of the Draft Reports and input from City staff, Raftelis will prepare the Final Reports.

Meeting: One (1) web meeting with City staff

Deliverables: Draft Report in Microsoft Word, Final Report in Microsoft Word, Draft Presentation in Microsoft PowerPoint, Final rate models in Microsoft Excel, and Final customer impacts analysis in Models in Microsoft Excel

Task 6: City Council Meeting/Public Hearing

Raftelis will conduct up to two meetings with the City Council, including a Public Hearing. The meetings will present the proposed financial plan and resulting rates of the Study. Raftelis will prepare a presentation to accompany the Final Report, which will be presented at a Public Hearing.

Meetings: One (1) City Council meeting and one (1) Public Hearing

Deliverable: Final presentation for Public Hearing

Task	Completion Schedule
Task 1.1: Ongoing Project Management and Quality	Ongoing
Task 1.2: Project Initiation, Kick-Off Meeting, and Data	August 2022 (depending on City provision of data)
Task 2: Financial Plan Development	November 2022
Task 3: Cost-of-service Analysis	November 2022
Task 4.1: Rate Calculation and Development	November 2022
Task 4.2: Customer Impacts Analysis	November 2022
Task 5: Draft and Final Report Preparation	January 2023 (depending on City review time)
Task 6: City Council Meeting/Public Hearing	March 2023

DocuSign Envelope ID: 729346A2-8306-4EC5-B391-6AACC84CBF37

EXHIBIT B

Project Fees and Hourly Billing Rates

WATER

Task	Task Descriptions	Web Meetings	No of Meetings	Hours Requirements					Total Fees & Expenses
				PM	TR	SC	Admin	Total	
	HOURLY RATES			**$350**	**$250**	**$160**	**$80**		
1.1	Ongoing Project Management and Quality Assurance/Quality Control Process			6	4	2	2	14	$3,720
1.2	Project Initiation, Kick-Off Meeting, and Data Collection	1		4	0	12	0	16	$3,480
2	Financial Plan Development	2		10	8	32	0	50	$11,120
3	Cost of Service Analysis	1		3	2	12	0	17	$3,640
4.1	Rate Calculation and Development	1		8	2	16	0	26	$6,120
4.2	Customer Impact Analysis			2	0	6	0	8	$1,740
5	Draft and Final Report Preparation	1		10	2	44	2	58	$11,780
6	Public and Council Meetings		2	16		8		24	$7,870
TOTAL ESTIMATED MEETINGS / HOURS		**6**	**2**	**59**	**18**	**132**	**4**	**213**	
	PROFESSIONAL FEES			**$20,650**	**$4,500**	**$21,120**	**$320**	**$46,590**	
								Total Fees	**$46,590**
								Total Expenses	**$2,880**
								TOTAL FEES & EXPENSES	**$49,470**

PM - Sudhir Pardiwala, Project Manager

TR - Nancy Phan, Technical Reviewer

SC - Staff Consultant

WASTEWATER

Task	Task Descriptions	Web Meetings	No of Meetings	Hours Requirements					Total Fees & Expenses
				PM	TR	SC	Admin	Total	
	HOURLY RATES			**$350**	**$250**	**$190**	**$80**		
1.1	Project Initiation and Management	1		4		2	2	8	$2,020
1.2	Data Collection and Review			2		6		8	$1,920
2	Financial Plan Development	2		2	6	20		28	$6,280
3	Cost of Service Analysis	1		3	1	8		12	$2,940
4	Calculate Wastewater Rates and Impacts			3	1	8		12	$2,940
5	Prepare Final Deliverables	1		8	2	20	2	32	$7,580
6	Public and Council Meetings		2	4		2		6	$1,840
TOTAL ESTIMATED MEETINGS / HOURS		**5**	**0**	**26**	**10**	**66**	**4**	**106**	
	PROFESSIONAL FEES			**$9,100**	**$2,500**	**$12,540**	**$320**	**$24,460**	
								Total Fees	**$24,460**
								Total Expenses	**$1,060**
								TOTAL FEES & EXPENSES	**$25,520**

PM - Sudhir Pardiwala, Project Manager

TR - Nancy Phan, Technical Reviewer

SC - Staff Consultant

Docusign Envelope ID: 3ED5B178-4D26-4CF9-9737-F1E186D90173

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

THIS AMENDMENT ("Amendment") is made on this 20th day of August 2024, by and between the CITY OF SOUTH PASADENA ("CITY") and RAFTELIS FINANCIAL CONSULTANTS, INC. ("CONSULTANT').

RECITALS

WHEREAS, on August, 18 2022, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to conduct a comprehensive rate study for water and wastewater services; and

WHEREAS, the original Agreement was in the amount of $79,990.00; and

WHEREAS, the original Agreement stated a Termination date of June 30, 2023; and

WHEREAS, the CITY desires to execute the first amendment to extend the termination date of the Agreement in order to facilitate payment for services rendered in the remainder of Fiscal Year 2023-2024 and expected future invoices for Fiscal Year 2024-25

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

1. That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:
   Until work is determined complete by the Public Works Director.

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

Docusign Envelope ID: 3ED5B178-4D26-4CF9-9737-F1E186D90173

"City"
City of South Pasadena

By:_____ Signed by: Donald Penman C9C235A36ABD40C... _____
Signature

Printed:Donald Penman

Title:Interim City Manager

Date:10/2/2024

"Consultant"
Raftelis Financial Consultants, Inc.

By:_____
Signature

Printed:_Sudhir Pardiwala_____

Title:_Exec Vice President_____

Date:__8-27-2024_____
_

Attest:

By:_____ DocuSigned by: Amber Tardif C43D7BED929B468... _____
Amber Tardif, Deputy City Clerk

Date:10/10/2024

Approved as to form:

By:_____ DocuSigned by: Roxanne Diaz A7800E5CA8A241F... _____
Roxanne Diaz, City Attorney

Date:10/2/2024

City Council Agenda Report

ITEM NO. 13

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **CONSIDERATION OF APPROVAL OF AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING CONSULTING SERVICES, INC. FOR PROJECT MANAGEMENT SERVICES FOR TRANSPORTATION CAPITAL IMPROVEMENT PROGRAM PROJECTS**

Recommendation

It is recommended that the City Council consider approval of an amendment of an existing Professional Services Agreement with Engineering Consulting Services, Inc. to provide project management services to support the City's transportation projects in the Capital Improvement Program (CIP) in the amount of $75,000.

Executive Summary

This amendment (Attachment 1) to an existing professional services agreement (Attachment 2) requests approval to extend an additional consultant staff resource to the Public Works Department to exclusively facilitate City transportation CIP projects.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's transportation network and systems. City Council recently approved a comprehensive CIP that includes multiple high priority infrastructure projects. As discussed during the Fiscal Year 2024-2025 budget adoption process, and due to limited availability of City staff resources, project management professional services are needed to implement the CIP.

Analysis

Engineering Consulting Services, Inc. is well qualified to complete the scope of work required. The vendors' scope of work includes providing project management professional services utilizing a dedicated project manager from Engineering Consulting Services, Inc. For Fiscal Year 2024-2025, the project manager has been programmed for 300 hours at $150 per hour. The consultant staff, Edward Hitti, a former South Pasadena Public Works Director, is currently in this role, and is a good fit for the assignment.

Fiscal Impact

Adequate funding for this project has been adopted in the FY 2024-2025 budget under the Public Works Department operational budget. An amount of $45,750 is needed for the contract amendment from $29,250 to $75,000. The project manager will focus on CIP project

management for transportation projects and will be funded with $22,875 from the Public Works Measure M Professional Services Account No. 236-6010-6011-8170-000 ($150,000 appropriation from the Measure M Fund 236), and $22,875 from the Public Works Measure R Professional Services Account No. 233-6010-6011-8170-000 ($50,000 appropriation from the Measure R Fund 233).

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

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

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

Attachment:
Attachment No. 1 - Proposed Agreement Amendment
Attachment No. 2 - Executed Professional Services Agreement

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS AMENDMENT ("Amendment") is made as of this 20th day of November 2024, 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.

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

1. MAXIMUM AMOUNT. That Section 3.4 of the Agreement is hereby amended to read as follows:

> The highest total compensation and costs payable to the Contractor by the City under this Agreement. The Maximum Amount under this Agreement is: Seventy-Five Thousand Dollars ($75,000).

2. 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 Agreement on the dates set forth below.

"City"	"Contractor"
City of South Pasadena	Engineering Consulting Services, Inc.
By:_____	By:_____
Signature	*Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

ATTEST:

By:_____

Amber Tardif, Deputy City Clerk

Approved as to form:

By: _____

Roxanne Diaz, City Attorney

Date: _____

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Engineering Consulting Services, Inc.)

1. IDENTIFICATION

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

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: **Public Works Project Management Assistance**.

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

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

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

3. DEFINITIONS

3.1. "Scope of Services": **see Exhibit A**

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director**. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

3.3. "Approved Fee Schedule": Consultant's compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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-Nine-Thousand and Two-Hundred-and-Fifty Dollars ($29,250)**.

3.5. "Commencement Date": **April 24, 2023**.

3.6. "Termination Date": **Until determined to be complete by the City of South Pasadena Public Works Director.**

4. TERM

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

5. CONSULTANT'S DUTIES

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

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

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

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

5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement,

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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. **Edward Hitti** 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

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

6. SUBCONTRACTING

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

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

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

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

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

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

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

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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.

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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: **Public Works Project Management Assistance**
- 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.

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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

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

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

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

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

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

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

12.7. Pr**ofessional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

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

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

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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

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

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

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

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

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

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

13. MUTUAL COOPERATION

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

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

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

14. NOTICES

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

If to City

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

If to Consultant

Edward Hitti
Engineering Consulting Services, Inc.
2435 Woodruff Lane
Arcadia, CA 91007
Telephone: (626) 343-2157
Email: erhitti@hotmail.com

With courtesy copy to:

Roxanne Diaz, Esq.
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

Roxanne Diaz, Esq.
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

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

15. SURVIVING COVENANTS

The parties agree that the covenants contained in paragraph 5.11 (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.

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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.

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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.

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

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

"City"
City of South Pasadena

By: DocuSigned by: Armine Chaparyan B6F60358A0F24D7...
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 6/21/2023

"Consultant"
Engineering Consulting Services, Inc.

By: DocuSigned by: Edward Hitti A117374F29024E5...
Signature

Printed: Edward Hitti

Title: Project Manager

Date: 5/1/2023

Attest:

By: DocuSigned by: Mark Perez BA951D463FA0445...
Mark Perez,
Deputy City Clerk

Date: 6/21/2023

Approved as to form:

By: DocuSigned by: Roxanne Diaz A7800E5CA8A241F...
Roxanne Diaz, City Attorney

Date: 6/20/2023

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

EXHIBIT A

Scope of Work

Engineering Consulting Services, Inc.

Public Works Project Management Assistance

Consultant shall provide City with temporary staffing services. Consultant's employees that are temporary assigned to City to provide services shall be referred to herein as "Assigned Individuals"

In order to request Consultant provide City services, City will provide Consultant with notice (e.g., via telephone, e-mail, facsimile, or mail) describing the services needed in reasonable detail. Consultant will promptly reply to such request, cooperate with City regarding identifying a suitable Assigned Individual and indicate whether Consultant will or will not provide the requested Services. If Consultant elects to provide the requested services, send City a writing with the Assigned Individual's name, role, bill rate, overtime rate, and start date.

The maximum length of any assignment with the City will be three year fiscal years unless the Assigned Individual is a CalPERS annuitant in which case the maximum length will be 960 hours per fiscal year.

Consultant shall be responsible for any liability or claim arising out of the performance of the services under the terms of this Agreement. Consultant shall be the employer of all Assigned Individuals, and shall perform or be responsible for the following:

a) Recruiting, screening, interviewing and hiring employees in accordance with all applicable state and federal laws;
b) Establishing, calculating, paying wages and overtime, and providing any benefits to employees that Consultant offers to them;
c) Paying or withholding all required payroll taxes and insurance premiums for programs that an employer is required by law to provide to its employees;
d) Providing workers' compensation benefits or coverage for its employees in amounts at least equal to what is required by law;
e) Fulfilling the employer's obligations for unemployment compensation;
f) Making legally required employment law disclosures (wage-hour posters, etc.) to its employees;
g) Exercising human resources (i.e., non-operational) supervision of its employees (i.e. orienting, reassigning, counseling, disciplining, and discharging employees in accordance with the law);
h) Maintaining personnel and payroll records; and
i) Requiring its employees to acknowledge that they will have no right to participate in any employee benefit plans of Client.

If City requires Consultant to perform background checks or other placement screenings of Assigned Individuals, City agrees to notify Consultant prior to the start of services under this Agreement. Consultant will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

Consultant's Assigned Individuals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

City may request that Consultant permit its Assigned Individuals to provide services to City remotely (i.e., from a location other than City's offices). Assigned Individuals shall obey and follow all personnel rules and regulations required of employees of the City.

Tasks required of Assigned Individuals include the following:

a) Assist City staff in scoping, developing, and scheduling capital projects.
b) Assist City staff in selecting design consultants using the City's quality based selection process.
c) Assist City in completing procurement requirements in accordance with City policies and procedures, as well as local, state, and federal regulations.
d) Manage the City's design consultants including but not limited to: providing coordination with Public Works staff, other City departments, agencies, utilities and community as required, monitoring budget and schedule, conducting community outreach as required, and serving as the City's project manager in all aspects of the design process.
e) Perform constructability reviews.
f) Coordinate the preparation of final plans specifications, cost estimate and bid package.
g) Attend City Council and Commission meetings.
h) Attend staff and community meetings.
i) Analyze City's needs and prepare short and long-term CIP recommendations.
j) Review and comment on planning programs and land development controls.
k) Recommend regulations and ordinances pertaining to engineering matters.
l) Provide advice and recommendations regarding public works activities.
m) Advise the City as to funding availabilities and, when directed, initiate and prepare funding applications.
n) Assist in the preparation of the City's operational budget and Capital Improvement Program (CIP) projects budget.
o) Provide public works and engineering support services under the direction of the City's Director of Public Works/City Engineer.
p) Coordinate with other agencies, the public, and utility companies on engineering matters.
q) Provide grant administration coordination with the awarding agency, ensuring compliance with grant requirements, preparing final reports, and participating in audits, if required.
r) Provide benefit-cost ratio input data, calculations, spreadsheets, workbooks, outputs, and analyses of results to support local, state, and federal grant applications.
s) Review, prepare and monitor funding reimbursement requests for assigned agreements, and prepare close out reports and grant audit files as requested.

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

DocuSign Envelope ID: 5EA1F221-5D92-4BD6-BF9A-6A1A45B74095

EXHIBIT B

Project Fees and Hourly Billing Rates

Staff	Rate	Hours	Cost
Project Manager	$195.00	150	$ 29,250.00
Total	**-**	**150**	**$ 29,250.00**

City Council Agenda Report

ITEM NO. 14

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Greg Lloyd, Fire Chief

SUBJECT: **CONSIDERATION OF APPROVAL OF A THREE YEAR AGREEMENT BETWEEN EMS QI PARTNERS AND THE CITY OF SOUTH PASADENA ON BEHALF OF THE FIRE DEPARTMENT TO PROVIDE CONTINUING EDUCATION AND QUALITY IMPROVEMENT SERVICES IN THE AMOUNT OF $29,988.00 FOR THE FIRST YEAR AND THEREAFTER AN INCREASE OF UP TO FIVE PERCENT FOR THE SECOND AND THIRD YEAR**

Recommendation

It is recommended that the City Council:

1. Approve a three-year agreement between EMS QI Partners and the City of South Pasadena on behalf of the Fire Department to provide continuing education and quality improvement services in the amount of $29,988.00 for the first year and thereafter an increase of up to five percent for the second and third year, in the form negotiated and approved by the City Attorney and City Manager.
2. Authorize the City Manager to execute the agreement and any other documents in support of the agreement.
3. Authorize the Finance Director to amend PO25079 to $8,580.99 to cover the remainder of the current contract with UCLA Center for Prehospital Medicine

Executive Summary

The South Pasadena Fire Department is required to deliver continuing education to its EMT's and Paramedics as well as develop a program for Quality Improvement in order to maintain compliance with Los Angeles County Department of Health regulations. Since 2004, the City of South Pasadena has contracted these services with UCLA Center for Prehospital Medicine. In May of 2024, UCLA Center for Prehospital Medicine requested that a new agreement be drafted due to the length of time since its inception (20 years). Three quotes for service were obtained, one from the current contractor, UCLA Center for Prehospital Medicine, Rescue Advancement, and EMS QI partners. All vendors provided the same level of service; however EMS QI Partners is more cost effective.

Background

South Pasadena Fire Department is proud to have over two decades of Advanced Life Support delivery to the community of South Pasadena. Department personnel receive several hundred hours of training and successfully pass a rigorous exam to become Paramedics. In addition, EMT's and Paramedics are required by state regulation to obtain a minimum number of hours of continuing education every two years to maintain a valid license and be eligible for

accreditation in Los Angeles County. In 2004, the City entered into an agreement with UCLA Center for Prehospital Medicine to deliver education to our personnel. The contractor provides a registered nurse who provides onsite training to our personnel that includes didactic training and manipulative skills refreshers. Since its inception, the city has approved five amendments to the agreement. Costs at the inception of the agreement have risen between 5% and 15% over the course of the contract.

Upon reaching the 20-year mark of the original contract, the contractor's legal team requested a new agreement. The new agreement was brought to the City by UCLA in May of 2024, but could not be executed without an approved budget. Staff prepared the budget, anticipating the increased cost as presented in the agreement. As a result, the appropriate account was allocated a sufficient amount to cover costs. Further delay was caused by a transition of staff leadership after passing of the approved budget.

Analysis
Staff sought quotes from qualified vendors that provide the necessary education and continuing quality improvement program. Solicitation for proposals was received from three contractors that were approved by Los Angeles County Department of Health Services to provide the necessary work. Contractors provided a sound work history, appropriate references and a comprehensive scope of work. EMS QI Partners currently holds the contract for EMS education and QI services with the City of San Marino. This proves advantageous to the City, based on the current staffing agreements between these two cities and close working relationship. Additionally, the cost of services provided by EMS QI Partners is $4,336 less than the proposal from UCLA.

Alternatives (if applicable)
Should the City choose not to move forward with the new agreement. Staff would be required to immediately undertake this role in order to maintain compliance with County DHS regulations and continue to provide Advanced Life Support to the community. Limited availability of staff would make this task extremely difficult and would result in a decreased level of service to our personnel. Additionally, the quality improvement portion of this role may be hampered by supervisory conflicts or other human resource issues. One example would be if a Paramedic of a lower rank was trying to provide feedback to a Paramedic of a higher rank.

The other option would be to approve and hire a nurse educator as an employee of the city. This is the costliest option, and staff believes that there is not sufficient workload to justify a full-time city employee at this time.

Fiscal Impact
The annual cost for this agreement for the first year is $29,988. This cost is billed monthly at a rate of $2,499 per month and was budgeted for in account 101-5010-5011-8170-000 (Professional Services) during the 24-25 budget process. No supplemental appropriations are required. $27,950.27 is currently encumbered under UCLA Center for Prehospital Medicine through PO25079 and will need to be adjusted to a remaining encumbrance of $8,580.99 to account for the remaining work until their contract extension expires on12/29/24. The total cost for the remaining fiscal year is $14,994, which will be applied to a new PO for EMS QI Partners. For the second and third year, the contractor may increase the annual cost by up to five percent each year.

Key Performance Indicators and Strategic Plan
Key Performance indicators for the agreement are:

- Provide six (6) hours of Continuing Education each quarter to all department personnel for a total of 24 hours annually.
- Develop, Coordinate and Maintain a Quality Improvement plan for the department
- Attend Los Angeles County Quality Improvement Committee meetings to gather information regarding updates and changes to polices and/or procedures.
- Report findings back to the department
- Monitor compliance with local and state regulations

Commission Review and Recommendation
No Commission Review was conducted

Attachment:
Attachment No. 1 - EMS QI Partners Proposal
Attachment No. 2 - UCLA Agreement
Attachment No. 3 - SPFD Service Proposal

EMS QI PARTNERS, LLC

EMERGENCY MEDICAL SERVICES QUALITY & INTEGRITY

City of South Pasadena • Fire Department
Nurse Educator and Quality Improvement Coordinator

Table of Contents

Section 1
Background and Experience

1-1: Lyn Riley, M Ed, BS, RN, MICN
1-2: David J. Givot, Esq.
1-3: Mission
1-4: Vision
1-5: Professional References
1-6: Curriculum Vitae
Attachment 1-6a: Lyn Riley
Attachment 1-6b: David Givot
1-7: Certifications & Credentials
Attachment 1-6a: Lyn Riley

Section 2
Description of Service

2-1: Nurse Educator – General
2-2: Nurse Educator – Qualifications
2-3: Back-up Nurse Educator
2-4: Continuing Education – General
2-5: Continuing Education – Compliance
2-6: Continuing Education – EMS/Legal
2-7: Ride Along / Field Observation
2-8: Quality Improvement Plan – General
2-9: Dynamic Quality Improvement Plan (DQIP)
2-10: Intradepartmental QI Reporting
2-11: Oral Boards
2-12: Home Visits
2-13: Methodology
2-14: Continuing Education Scheduling
2-15: Quarterly Base Station Joint Training
2-16: Bi-Annual Base Station Field Care Audits
2-17: Infection Control
2-18: Nurse Educator Availability & Response
2-19: Remediation
2-20: Local EMS Agency Liaison

77711 Flora Road, Suite 333, Palm Desert, California 92211, United States ▪ (888) 818-9510 ▪ David@TheLegalGuardian.com
e-*fax* (562) 472-2273 ▪ www.EMSQIPartners.com

Section 3
Fee Proposal

3-1: Annual Cost
3-2: Monthly Cost
3-3: Invoicing
3-4: Rate Lock
3-5: "Professional Services Agreement" Consent

Section 4
Stakeholder Engagement

4-1 through 4-11: Background
4-12: Abridged Teaching/Consulting History

City of South Pasadena • Fire Department
Nurse Educator and Quality Improvement Coordinator

SECTION 1
Background and Experience

1-1: **Lyn Riley, M Ed, BS, RN, MICN**

Lyn Riley is head of QI and Clinical Education at EMS QI Partners, LLC. Lyn has been deeply involved in all aspects EMS since the 1980's.

From humble beginnings as a floor nurse, she quickly and tirelessly worked her way to MICN, Prehospital Care Coordinator, Clinical Educator for both Fire Departments & Law Enforcement Agencies, and Prehospital QI specialist.

Lyn is considered the original Fire Department Nurse Educator in Los Angeles County and has instructed thousands of EMT & Paramedic students; she has created, developed, and taught a wide variety of training programs and classes from EMT Basic level all the way up to MICN.

While providing comprehensive CE & QI Programs to Fire Departments & Law Enforcement Agencies, she simultaneously worked hands-on as an MICN & ER nurse in a world-class Emergency Department & Trauma Center.

More than 40 years later, Lyn remains committed to ensuring the highest standards of prehospital care and compassion and is a proud and integral part of the EMS QI Partners team.

//

//

//

//

//

1-2 **David Givot, Esq.**

David Givot founded EMS QI Partners, LLC to ignite, invigorate, and inspire a new level of Quality and Integrity in EMS.

David graduated from the Daniel Freeman Paramedic School (now UCLA Center for Prehospital Care) in June 1989 and spent most of the next decade working as a paramedic responding to 911 in Glendale, California, with the (then BLS only) fire department.

By the end of 1998, he was traveling around the country working with distressed EMS agencies teaching improved field provider performance through better communication and leadership practices, until he moved into the position of director of operations for the largest ambulance provider in the Maryland.

In 2008, he graduated Law School in Southern California and has since spent more than a decade building a Criminal & EMS Defense Law Practice.

In addition to defending California EMS providers who have found themselves in trouble for [alleged] missteps on the job and off, as an EMS Lawyer, he has continued working toward his goal of improving EMS as a highly sought-after speaker offering consulting, education, and training for agencies, groups, conferences, and providers across America.

1-3 **Mission**

EMS QI Partners, LLC was established to ignite, invigorate, and inspire a new level of Quality and Integrity in EMS.

1-4 **Vision**

Create opportunities for evolution and improvement in the way EMS Providers perceive and deliver care.

//

//

//

REFERENCES

1-5.1: **Dr. Heather M. Davis, EdD, NRP**
UCLA Center for Prehospital Care, Associate Director
4656 W. 130th Street, Hawthorne, CA 90250
(310) 425-4144

1-5.2: **Karri Kennedy**
UNC Charlotte, Associate Director of Program Management
The Dubois Center at UNC Charlotte Center City
320 E. 9th Street, Suite 421, Charlotte, NC 28202
(704) 687-8925

1-5.3: **Greg Kunkle, EMS Chief**
Fire & Emergency Services
Marine Corps Logistics Base Barstow, CA
(760) 577-6081

1-5.4: **Randy Kraus, EMS Chief**
Fort Myers Beach Fire Department
100 Voorhis Street, Fort Myers Beach, FL 33931
(239) 590-4200

1-5.5: Additional references available upon request.

Curriculum Vitae

1-6: Lyn Riley CV: See attachment 1-6a
David Givot CV: See attachment 1-6b

*Curriculum Vitae for any additional providers shall be provided to City on an ongoing basis as necessary.

Certifications & Credentials

1-7: Lyn Riley CV: See attachment 1-6a

*Certifications and credential for any additional providers shall be provided to City on an ongoing basis as necessary.

1-6a

EVELYN (LYN) RILEY

Curriculum Vitae

SUMMARY:

Thirty-five years' experience in the education of paramedics, emergency medical technicians, and nurses in the specialty of emergency and trauma medicine. Management expertise in conception and function of educational programs including independent continuing education seminars for EMTs, nurses and paramedics. Continuing on-going expertise in emergency medicine accomplished through hands-on experience as a Clinical Nurse/Mobile Intensive Care Nurse.

Total quality management analysis, design and implementation of medical and prehospital care programs. Additional eighteen years experience in the supervision and management of registered nurses in the areas of emergency medicine, pediatric and trauma care. Provided supervision in the clinical setting of the Emergency Department. Supervised, coordinated and designed clinical and educational programs for nurses within a Los Angeles County to include Mobile Intensive Care Nurse Certification Programs.

EXPERIENCE:

- Solely responsible for designing and implementing an Emergency Medical Technician Program, accredited by the Los Angeles County Department of Health Services, administered through Queen of Angels Medical Center, Los Angeles.

- Developed and taught eight-hour review courses for recertification for mobile intensive care nurses and paramedics in Los Angeles County. Designed and taught sixty-four-hour developmental course for preparation/certification of Mobile Intensive Care Nurses.

- Coordinated quality assurance programs for nurses dealing with patient care issues in the prehospital and emergency department settings, in the capacity of Prehospital Care Coordinator, Trauma Nurse Coordinator and Pediatric Liaison Nurse.

- Senior writer for Paramedic Pipeline publication. Responsible for writing three monthly articles based on pharmacology, emergency medical issues/topics, and biographical reviews of prominent EMS professional.

- Involved in program coordination/teaching Emergency Medical Technician Programs for Los Angeles City Fire Department, Los Angeles County Department of Beaches and Harbors, Chevron Oil Corporation, Mobil Oil Corporation, Northrop Industries, UCLA EMT Program, and Glendale Community College EMT School.

- Designed and facilitated provider-based/in-house continuing education and quality improvement programs.

- Primary Instructor/Field Internship Coordinator: United States Navy Seal Paramedic Training Program at Southwestern Community College, Chula Vista, California.

- Primary Incident Stress Debriefing/Peer Counselor Fire Department.

- Clinical Instructor UCLA/Daniel Freeman Paramedic School

CLINICAL NURSING / EDUCATION AND QUALITY MANAGEMENT EXPERIENCE

7/01 to 07/21	Director of Fire Department & Law Enforcement Continuing Education and Quality Improvement Programs UCLA Centers for Prehospital Care
09/96 to Present	EMS Educational Consultant/Clinical Care Coordinator Los Angeles County Sheriff's Department Special Enforcement Bureau/Emergency Services Detail
3/99 to 7/16	EMS Educational Consultant/Clinical Care Coordinator Los Angeles County Fire Department, EMS Division
6/99 to 07/21	Clinical Faculty UCLA/Daniel Freeman Paramedic School Inglewood, California
8/98 to 8/05	EMS Educator/Quality Improvement Facilitator Hermosa Beach Fire Department, Hermosa Beach, California
8/98 to 12/99 & 1/05 to 7/10	EMS Educator/Quality Improvement Facilitator Redondo Beach Fire Department, Redondo Beach, California
4/98 to 7/10	EMS Educator/Quality Improvement Facilitator El Segundo Fire Department, El Segundo, California
11/97 to 07/21	EMS Educator / Quality Improvement Facilitator Manhattan Beach Fire Department, Manhattan Beach, California
1/97 to 8/98	Primary Instructor / U.S. Navy Seal Paramedic Training Program Southwestern College, Chula Vista, California
05/96 to 12/98	EMS Educator / Quality Improvement Facilitator Monterey Park Fire Department, Monterey Park, California
04/96 to 2/01	EMS Educator / Quality Improvement Facilitator Arcadia Fire Department, Arcadia, California
05/96 to 9/98	Staff Nurse / Mobile Intensive Care Nurse Henry Mayo Newhall Memorial Hospital, Valencia
02/96 to 8/98	EMS Educator / Quality Improvement Facilitator Alhambra Fire Department, Alhambra
02/95 to 12/98	EMS Educator / Quality Improvement Facilitator Downey Fire Department, Downey
03/91 to 04/96	Prehospital Care Coordinator / Pediatric Liaison Nurse Beverly Hospital, Montebello

12/91 to 06/96	Mobile Intensive Care Nurse (per diem) San Dimas Community Hospital, San Dimas
11/89 to 03/91	Emergency Medical Services Educator Long Beach Fire Department, Long Beach
08/89 to 12/91	Mobile Intensive Care Nurse (per diem) Queen of Angels / Hollywood Presbyterian Medical Center, Hollywood
11/88 to 11/89	Prehospital Care Coordinator / Pediatric Liaison Nurse Beverly Hospital, Montebello
11/97 to 11/88	Prehospital Care Coordinator / Trauma Nurse Henry Mayo Newhall Memorial Hospital, Valencia
01/83 to 02/88	Program Coordinator / Primary Instructor Queen of Angels Emergency Medical Technician School Queen of Angels Medical Center, Los Angeles
11/79 to 11/87	Assistant Director / Paramedic Liaison Nurse Emergency Department, Base Station Queen of Angels Medical Center, Los Angeles
11/79 to 11/88	Mobile Intensive Care Nurse (per diem) Cedars Sinai Medical Center, Los Angeles
11/78 to 11/79	Shift supervisor Queen of Angels Medical Center, Los Angeles

PROFESSIONAL MEMBERSHIPS:

California State Fire Services Nurses Association
Committee Member, 2000 to present

Los Angeles County EMS Agency
Quality Improvement
Committee Member, 1998 to Present

Los Angeles County EMS Agency
Quality Improvement Task Force
Committee Member, 1995 to 1997

Los Angeles County EMS Agency
EMS Forms Revision Committee
Committee Member, 1995 to 1997

Association of Quality Managers and EMS Educators (AQEME),
Los Angeles and Orange Counties
Committee Member, 1995 to Present

Association of Prehospital Care Coordinators, Los Angeles
Vice-President, 01/89 to 10/89; President 11/89 to 12/89

Prehospital Care Advisory Committee
Committee Member, 1988-1991

Los Angeles County Paramedic Training Institute
Continuing Education Ad Hoc Committee
Committee Member, 1981-1990

Association of Prehospital Care Coordinators, Los Angeles
Chairperson, Education Committee, 1983-1984 & 1985-1987

Association of Paramedic Liaison Nurses, Los Angeles
Past President, 1983-1984

PROFESSIONAL LICENSES AND CERTIFICATIONS:

1. California Nurses License #223088
2. Los Angeles County Mobile Intensive Care Nurse #N1043
3. Instructor, Basic Cardiac Life Support
4. Instructor, Advanced Cardiac Life Support
5. Instructor's Instructor, AIDS Project Los Angeles
6. Instructor, Pediatric Advanced Life Support
7. Peer Counselor, Critical Incident and Stress Debriefing
8. Provider, Prehospital Trauma Life Support
9. Instructor, Prehospital Trauma Life Support
10. Provider, Pediatric Education for Prehospital Providers
11. Instructor, Pediatric Education for Prehospital Providers
12. Coordinator, Prehospital Life Support

CURRENT TEACHING CERTIFICATES

Instructor, Basic Cardiac Life Support
American Heart Association

Instructor, Advanced Cardiac Life Support
American Heart Association

Instructor, Pediatric Advanced life Support
American Heart Association

PHTLS Instructor and Coordinator, Prehospital Trauma Life Support

EDUCATION

Montreal General Hospital School of Nursing
Montreal, Quebec, Canada
Diploma Degree Nursing, September 1971

University of La Verne
La Verne, California
Bachelor of Science, Health Care Management, May 1990

University of La Verne
La Verne, California
Master of Education, Emphasis: Adult Education, December 1992

Azusa Pacific University
Azusa, California
Master of Science in Nursing, 12 units, 1995

1-6b

DAVID J. GIVOT

ATTORNEY AT LAW • MEMBER STATE BAR OF CALIFORNIA • SBN 258409

PROFESSIONAL EXPERIENCE:

The Law Offices of David J. Givot, Long Beach, CA and Palm Desert, CA *12/08 – Present*
Defense Attorney

- Provide defense litigation and counsel for individuals accused of misdemeanor and felony crimes
- Provide defense litigation and counsel for providers accused of violations by State Licensing Authorities
- Provide defense counsel and litigation for individuals facing administrative discipline by the OAH
- Provide defense counsel for licensees facing discipline by the DMV

The Legal Guardian (Now EMS QI Partners, LLC),
www.EMSQIPartners.com *2/07 – Present*
Attorney/Consultant / Educator

- Leveraging extensive EMS experience with intensive Legal Education, I developed an organization dedicated to the improvement of EMS though legal defense and education.
- Created a variety of legal education programs designed specifically for frontline EMS providers; programs offer information and resources necessary to recognize and mitigate legal threats and exposures inherent in EMS.

  Past education & consulting clients include:
  Beverly Hills Fire Department • South Dakota EMT Association • Care Ambulance Concepts in Trauma Conference, Binghamton, NY • SDMSE / Rural Metro Ambulance Los Angeles City Fire Department • Cedars-Sinai, LA • Kentucky State Board of EMS UCLA Center for Prehospital Care • Downey Fire Department • LA County Fire Department

- Guest Faculty at UCLA Center for Prehospital Care; adapted and regularly deliver Medical/Legal curriculum for the Daniel Freeman Paramedic School.
- Established a growing EMS/Legal information internet portal for providers at all levels
- EMS/Legal columnist for EMS1.com and Member of EMS1.com Editorial Board
- Guest Lecturer for University of North Carolina, Charlotte, EMS Management Institute

Peninsula/Bay Cities Summer Activities, Rancho Palos Verdes, CA *12/01 – 03/08*
Director of Programs & Development – Employment throughout Law School

- Responsible for developing Day Camp & Swim School programs that meet specific missions, values, and objectives; create innovative programs and revenue streams to supplement regular season earnings.
- Directly responsible for recruiting, hiring, and training a seasonal staff of professionals.
- Ongoing management of all aspects of Day Camp and Swim School operations; directly responsible for managing all employee issues; including but not limited to employee recognition & discipline, conflict resolution, legal exposure, and attendance.

Frontline Development Associates, Baltimore, MD *7/00 – 12/01*
Founder/Chief Wordsmith

- Developed and established a Leadership Development & Employee Relations consulting firm with EMS focus to promote communication and leadership development training for individuals and EMS organizations.
- Provide business and technical copywriting and editing services, including the creation of a contract proposal for MedStar Health, the largest healthcare system in Maryland, on behalf of Rural/Metro Ambulance that resulted in company being awarded a contract worth in excess of $5.5 million.

Rural/Metro Ambulance, Baltimore, MD *11/99 – 7/00*
Director of Operations

- Directed operations for Maryland's largest provider of commercial ambulance service.
- Supervised staff in excess of 200 full time employees and a fleet of more than 70 ambulances and support vehicles; identified and resolved critical operational issues.
- Spearheaded operational aspects of a successful, though lengthy and difficult, internal restructure.
- Decreased overall operating expenses and reduced monthly payroll by $150K without layoffs.
- Reduced voluntary employee turnover by 80% and improved customer service.
- Restructured operating policies and procedures that provided a more responsive vision for the organization, allowed for employee accountability, and improved overall morale.
- Created a variety of Employee Recognition Programs that were consistent and effective, improved production, and motivated staff.
- Supported executive management staff with content and message of all internal communications and provided for a more informed employee group.
- Refined corrective actions and performance improvement processes for all employees to maintain consistency and accountability.
- Increased skill, capability, and productivity of workforce by establishment of a more employee oriented and team-based work environment that improved quality and services and reduced complaints and errors.

Independent EMS Coaching & Consulting, Newport Beach, CA *2/99- 11/99*
Operational Relations & Restructure Consulting

- Contracted with various EMS organizations throughout the U.S. during restructuring or growth processes.
- Identified, improved, and resolved communication, leadership, and employee management issues.
- Worked closely with employee groups to assess workplace concerns and employee issues.
- Developed, implemented, and provided follow-up for improvement of internal communications, employee relations, and overall field operations.
- Created, edited, and directed delivery of speeches, memoranda, and other forms of communication from executive staff of client companies.
- Provided tools required to support organizations in creating and maintaining consistency in communications at all levels.
- Conducted on-site leadership development training for lower and middle level managers.
- Supported internal and external communications for crisis management.

American Medical Response, Torrance, CA *6/87 – 2/99*
Employee Communications Specialist *(10/97 – 2/99)*

- Selected by Chief Executive Officer to identify and recommend opportunities for improved internal communications.
- Created workable solutions and enhanced communication processes for a division of more than 3,500 employees.
- Established and maintained consistency in communications at all levels.
- Coordinated and directed efforts for Development Dimensions International program.
- Facilitated communications for special projects and labor relations.
- Supported internal and external communications for crisis management.
- Participated in various Human Resources functions related to Labor Relations, Union Campaigns, Recruiting and Hiring, and Benefits Training.

American Medical Response, Continued:
Emergency Medical Technician & Mobile Intensive Care Paramedic *(6/87 – 10/97)*

- Provided emergency and non-emergency advanced life support and transportation services in accordance with policies, procedures, and protocols of the State of California and LA County.
- Trained and supervised Paramedic Interns and new-hire Paramedics.
- Established Los Angeles County's first bicycle-based Paramedic unit and generated national media attention for the company with a feature on CNN.
- Developed a Special Services Division to handle high profile special events.
- Coordinated field medical coverage for President Clinton's 1996 visit to the City of Glendale, Presidential Candidate Bob Dole's 1996 visit to the City of Glendale, and AIDS Walk in Los Angeles in 1996 and 1997.

EDUCATION:

Abraham Lincoln University, School of Law: Los Angeles – Juris Doctor Degree 2008

UCLA/DFH Department of Emergency Medicine & Prehospital Care, MICP 1989
Additional Areas of Study: *Communications, Law, Public Relations, and Psychology*

PROFESSIONAL AFFILIATIONS & ACCREDITATIONS:

State Bar of California: Attorney at Law
ICISF: Critical Incident Stress Management/Debriefing
National Association of EMS Educators
DDI: Facilitator Accredited by Development Dimensions International
Los Angeles County Bar Association
California Public Defenders Association
American Bar Association
Desert Bar Association
California Attorneys for Criminal Justice
California DUI Lawyers Association

City of South Pasadena • Fire Department
Nurse Educator and Quality Improvement Coordinator

SECTION 2
Description of Service

2-1: EMS QI Partners, LLC (hereafter Vendor) shall provide a Nurse Educator to work a revolving 20-hour-per-month schedule to perform the following services for City:

A. Provide and conduct continuing education (CE) related to prehospital care as required for providers to maintain certification and licensure as EMT-Basic (hereafter EMT/s) or EMT-Paramedic (hereafter Paramedic/s).

B. Provide Quality Improvement services to enhance the overall quality of patient care provided by South Pasadena Fire Department EMTs and Paramedics.

2-2: Vendor will only propose for consideration a Nurse Educator who possesses the following credentials and experience, unless otherwise authorized by City:

A. Valid California Registered Nursing License for no less than 20 years.
B. No less than 20 years of hands-on Emergency Department experience.
C. No less than 20 years of experience as a Mobile Intensive Care Nurse (MICN).
D. No less than 20 years of general EMS-related teaching experience.
E. No less than 20 years of EMS-related skills teaching experience.
F. The Nurse Educator shall have no less than 10 years of experience teaching and hold current **instructor** certificates for:
    a. American Heart Association (AHA) Advanced Cardiac Life Support (ACLS)
    b. AHA Pediatric Advanced Life Support (PALS)
    c. AHA Basic Cardiac Life Support (BCLS)
    d. Prehospital Trauma Life Support (PHTLS) by the National Association of Emergency Medical Technicians (NAEMT)
G. No less than 10 years' experience in providing education, training, and QI services for Fire Departments.
H. No less than 10 years of experience riding with and observing frontline emergency response units.
I. No less than 10 years of experience reviewing and auditing Patient Care Reports (PCRs) and providing necessary follow-up counseling, remediation, and training for improvement.
J. No less than 10 years of experience with fire department infection control and exposure mitigation programs.

2-3: Vendor will provide for a back-up Nurse Educator in the event the approved and assigned Nurse Educator should be unavailable.

2-4: The Nurse Educator shall provide CE programs for each of the three fire department platoon shifts (A, B, and C) no less than one time per month for a period of no less than three hours each.

2-4a: The Nurse Educator shall work with the fire department on creating a CE schedule to be approved by the fire department.

2-4b: The Nurse Educator will offer each of the fire department's Paramedics and EMTs, who choose to attend all of the CE made available, no less than thirty-six (36) hours of CE per year to be conducted on their respective work shift.

2-5: ALL CE programs provided by the Nurse Educator to the fire department shall be created in partnership with the fire department and shall meet or exceed current criteria and requirements established by the County of Los Angeles, the State of California, and the National Registry for continuing education and recertification/relicensing.

2-6: CE programs provided by/through the Nurse Educator and Vendor shall not be limited to medical education.

1. Vendor, coordinated by the Nurse Educator, shall provide [at least] annual EMS/Legal updates for each shift.

   The EMS/Legal updates will include, but not be limited to:
   a. EMS & Patent Care Documentation
   b. Case law and policy
   c. General legal concepts related to providing EMS
   d. Techniques for minimizing and/or avoiding legal exposure

2. The EMS/Legal education shall be provided by a qualified, experienced, and licensed attorney.

3. The EMS/Legal components shall not be deemed or considered as representation.

//
//
//
//
//

2-7: The Nurse Educator or the designated agent shall ride along with and evaluate fire department Paramedics under field conditions as needed and/or upon request.

2-7a: The Nurse Educator shall design and provide education based on the needs and/or opportunities created or discovered while riding with and observing providers under field conditions.

2-7b: The Nurse Educator shall objectively assess provider performance and work WITH providers to improve the overall quality of service and care provided

2-7c: Such interaction shall not be punitive in nature, rather it will serve the goal of improvement.

2-7d: Such supplementary training or education developed in response to the Nurse Educator's observations may be conducted concurrently with or in addition to training already scheduled.

2-8: The Nurse Educator shall, in addition to the scheduled duties described, continually assess specific needs from which to develop, coordinate, and maintain an appropriate Quality Improvement plan for the fire department.

2-8a: The Quality Improvement plan, by design, will be dynamic and continually evolving to meet changing needs and issues as they arise.

2-9: The "Dynamic Quality Improvement Plan" (DQIP) shall be crafted in careful cooperation with designated members of the fire department and, at minimum, shall include [but is not limited to] each of the following components:

1. Quarterly Review
   The Nurse Educator and fire department designee shall meet [at least] quarterly to review and, when necessary, modify the DQIP.

2. Clinical Review
   The Nurse Educator shall be responsible to review **100%** of the PCRs generated, following a system to be created by the Nurse Educator in close consort with the fire department designee.

3. Direct Observation
   The Nurse Educator shall ride along and observe providers under field conditions; shall appraise assessment and treatment technique, policy and procedure knowledge and compliance, and communication.

4. Competency Review
   The Nurse Educator shall develop – in conjunction with the specified fire department designee – and implement a plan, process, and procedure for objectively and strategically reviewing, evaluating, and improving provider core competency. The Competency Review process will also address and refresh lesser used, but equally important, skills and procedures.

5. Specific Incident Review
   The Nurse Educator will, as needed and upon request, assist in fact-finding and review of specific patient-care-related incidents. The Nurse Educator's role will not be disciplinary; only advisory and educational.

6. Los Angeles County Quality Improvement Committee Meetings
   The Nurse Educator will attend the Los Angeles County Quality Improvement Committee meetings to gather information and report back to the fire department on issues relating to policy, protocol, and procedure, as well as any other relevant issues and topics.

7. Infection Control & Exposure Programs
   The Nurse Educator will work in close cooperation with the fire department's designated Infection Control Officer to design, develop, implement, and maintain a department-wide infection control and exposure program.

2-10: The Nurse Educator will report to the fire department, either via the Fire Chief directly or via the fire department's Quality Improvement designee on all Quality Improvement activities.

2-10a: The Nurse Educator will implement any responsive recommendations under the direction of the Fire Chief or the Quality Improvement designee.

2-11: The Nurse Educator shall be experienced in and have competence with interview techniques and shall participate in oral board interviews of potential Paramedic candidates for hire.

2-12: The Nurse Educator shall have experience with and flexibility to perform home visits on special needs patients in their own environments.

//
//
//
//
//

METHODOLOGY

2-13: The Nurse Educator shall function in direct coordination with the fire department to meet the very specific and changing education and EMS QI needs.

2-14: The Nurse Educator shall function in direct coordination with the appropriate fire department designee to craft a continuing education (CE) schedule of topics for the full calendar year.

2-14a: The CE schedule of topics will be provided to the EMS Battalion Chief / Assigned Officer and Paramedic Coordinator / Assigned Officer for approval when the initial CE schedule is created and subsequently in the fourth quarter of each preceding year.

2-14b All CE programs will be planned quarterly with lesson plans, stated objectives, and supplemental training materials.

2-14c The CE schedule of topics and associated lesson plans will be subject to modification, as necessary, based on changing needs and/or emerging issues that could be influenced by any of the following:

1. Mandatory EMS Agency annual EMS Update
   The material will be initially obtained using an LMS based platform, followed the next month by a review of all educational concepts by the Nurse Educator in 3 hours sessions called "The Class after the Class."

   a. CE sessions will review and highlight all of the most important information from the Agency in the actual classroom setting to encourage instructor student dialogue.

2. Findings from the ongoing QI process and audit of 100% ePCR audit:
   The Nurse Educator will quickly address areas of weakness or concern that are identified from the ePCR audit; the findings will be used to design or modify CE lectures.

3. As part of the QI process, the Nurse Educator will ride with providers to identify strengths as well as areas for improvement, and the data gathered will also be incorporated into ongoing CE lectures.

4. While riding with paramedics on EMS calls, The Nurse Educator will do "on the spot" [in real time] education pertinent to that specific patient on that specific call.

5. The Nurse Educator will also plan CE sessions based on personal requests from line paramedic and/or their direct supervisors.

2-15: Quarterly, the Nurse Educator will provide joint education with the Prehospital Care Coordinator form SPFD's assigned Base Station, Huntington Memorial Hospital (HMH).

2-16: Bi-annually, MICNs from HMH Base will be invited to attend Field Care Audits with the paramedics of the SPFD, reviewing SPFD specific paramedic calls.

2-17: With an infection control plan in place, the Nurse Educator, upon notification by the established fire department designee of any employee experiencing potential exposures, shall assist with the documentation and requisite follow up process.

2-18: The Nurse Educator (or back-up Nurse Educator) will be available by phone for consultation for any issues pertinent to EMS and, when necessary, will remain available to respond in person within four hours.

2-19: The Nurse Educator will also be available for 1:1 remediation for those paramedics needing this type of educational support – as requested by the Fire Department.

2-20: The Nurse Educator will act as a liaison with the EMS Agency, receiving hospitals and other EMS agencies in the region.

END

City of San Marino • Fire Department
Nurse Educator and Quality Improvement Coordinator

SECTION 3
FEE Proposal

3-1: The cost proposed herein to City for Nurse Educator and QI services (20 hours per month at 5-hours-per-week – also to include Site Survey and CE Audit as required by LAC EMSA) as described will be **$29,988.00** per year.

3-2: Vendor shall bill City and City shall pay Vendor **$2,499.00** monthly for the services provided.

3-3: Vendor will submit invoices on the last day of each month with payment due within thirty (30) days of receipt of the invoice by City from Vendor.

3-3a: Properly invoiced and undisputed payments not received within 30 days of receipt shall be subject to a 10% service charge applied to the delayed payment.

3-4: Vendor agrees that the rate specified herein shall not increase by more than 5% per year for a period of THREE (3) years beginning upon commencement of the agreement.

END

RESPONSE TO RFP FOR NURSE EDUCATOR – SOUTH PASADENA FIRE DEPARTMENT

SECTION 4

PROVEN EXPERIENCE WITH STAKEHOLDER ENGAGEMENT

4-1: David Givot, the founder and President of EMS QI Partners, LLC, graduated second in the January 1989 class at the Daniel Freeman Paramedic School. He worked as a Paramedic, running 911 calls for nearly a decade. In that time, he developed a reputation for delivering high-quality patient care.

4-1a: Shortly after graduating, DFH Paramedic School hired him as a skills instructor.

4-1b: While in the field, he led the effort to create the first officially recognized and approved bicycle-based Paramedic unit in Los Angeles County.

4-1c: While in the field, he led the development of the Special Services (Special Events) Division for American Medical Response in Los Angeles.

4-1d: He eventually promoted up and coordinated Employee Communications for all of AMR in Southern California.

4-2: He left AMR near the turn of the century to begin work with a team of consultants sent around the United States to work with and help distressed EMS agencies improve performance. He was tasked with crafting and communicating messaging.

4-3: His work as a consultant led to his being named Director of Operations for the largest commercial ambulance service in the State of Maryland; the company went from hemorrhaging nearly $500k per month to marginally profitable in a very short period of time without layoffs.

4-4: In 2008, he graduated Law School and passed the California Bar Exam on his first attempt.

4-5: Before graduating Law School, he created www.TheLegalGuardian.com as a platform to begin educating EMS agencies and providers on the, generally unknown, perils and pitfalls of the law as it relates to the delivery of Emergency Care.

4-6: Since creating The Legal Guardian and graduating Law School, he has traveled the United States delivering lectures, training, and consulting for public and private EMS providers and a variety of conferences; he has taught thousands of students nationwide – including numerous Fire Departments.

4-7: He was a guest lecturer for the UCLA Center for Prehospital Care where he taught Paramedic students about the law of EMS and how understanding the law necessarily contributes to providing better patient care and service.

4-8: He is currently a guest lecturer for the University of North Carolina, where he leads a full-day EMS/Legal bootcamp for EMS providers and he is a columnist and member of the Editorial Board for EMS1.com, America's preeminent EMS website.

4-9: David is also the author of the Amazon Best Seller "*Sirens, Lights, and Lawyers: The law and other really important stuff EMS providers never learned in school.*"

4-10: In 2021, he created EMS QI Partners, LLC with the specific intent of furthering the goal of helping to improve patient care and service across EMS by enhancing Quality and Integrity.

4-11: For the most recent 15 years of his over 30 years in and around EMS, he has focused on leading the way toward better patient care through education and motivation.

4-12: Past education & training clients include, but are not limited to:
Beverly Hills Fire Department
Orange County Fire Authority
Los Angeles City Fire Department
Los Angeles County Fire Department
Manhattan Beach Fire Department
South Pasadena Fire Department
San Marino Fire Department
San Gabriel Fire Department
Heartland Fire Department
Ontario Fire Department
Fort Myers Beach, Fire Department
Kern County Fire Department
Bakersfield Fire Department
Olympia Fire Department
Northridge Hospital
Long Beach Memorial Hospital
JFK Memorial Hospital
West St. Louis Fire Department
Concepts in Trauma Conference, NY
CFED Conference, CA
Salem EMS Conference, OR
Texas EMS Conference, TX

UCLA Center for Prehospital Care

And

City of South Pasadena

Services Agreement

This Agreement ("Agreement") is made and entered as of October 1st, 2024 ("Effective Date") by and between The Regents of the University of California on behalf of the UCLA Center for Prehospital Care ("UCLA") and the City of South Pasadena ("City"), on behalf of the South Pasadena Fire Department ("Department").

RECITALS

A. The UCLA Center for Prehospital Care conducts continuing education in prehospital and emergency medicine services for students to maintain licensure as an EMT-Basic and Paramedic (referred to as "CE Programs") and provides quality improvement services to maintain or enhance the quality of patient care (referred to as "QI Services").

B. Department desires to utilize the CE and related services to maintain the certifications of Department personnel and to continue to deliver quality patient care to their department members and community.

NOW THEREFORE, the parties hereby agree as follows:

Article 1

Rights and Responsibilities of UCLA

1.1 **Provide an EMS Educator ("EMS Educator")**. UCLA shall provide an EMS Educator to Department to conduct CE Programs as described herein. The EMS Educator shall be subject to the mutual approval and selection of both Department and UCLA.

1.2 **Provide CE Programs**. The EMS Educator will provide at least two to three (2-3) hours of CE over three shifts each monthly which will include hands-on practical skills each quarter based on a mutually agreeable schedule. A minimum of 24 hours of CE shall be delivered annually to meet requirements for EMT recertification. A summary of CE services is detailed in Exhibit B.

1.3 **Provide QI Services.** The EMS Educator shall develop, coordinate and maintain a quality improvement plan for Department. This shall include: developing a system to review Department's policies, patient care, and documentation, coordinate quarterly quality improvement meetings, providing direct observation under field conditions, developing a plan to evaluate the competency of Department personnel, assisting in fact-finding regarding patient care delivered by Department personnel or questions about policy for specific incidents and attending the Los Angeles County EMS Agency Quality Improvement Committee meetings to gather information regarding updates and changes to policies and/or procedures and reporting to the Department. A summary of QI Services are detailed in Exhibit B.

1.4 **Provide General/Administrative Support.** The EMS Educator will collaborate and coordinate activities with the quality improvement committee and Department leadership (as identified in Section 3.2) and monitor compliance with local and state regulations during

the term of this Agreement and as set forth in Exhibit B. A description of the Administrative Support Services is set forth in Exhibit B.

1.5 **Additional Services**. The EMS Educator may provide additional CE Program and administrative services beyond time or effort of the services described in Exhibit B to meet the needs of Department at additional fees, as agreed to by the parties.

Article 2

Confidentiality

2.1 **Definition.** For purposes of this Agreement, the term "Confidential Information" shall mean any information, including protected health information (PHI), disclosed in order to accomplish the work under this Agreement by one party ("Disclosing Party") to another party ("Receiving Party") that is considered confidential by the Disclosing Party, and is considered confidential or privileged under federal or state law, provided such information is in writing or other tangible form and clearly marked as confidential when disclosed, or is so designated in writing within thirty (30) days of such disclosure. The parties agree to disclose only information that is necessary to the work, and/or as required or permitted under federal or state law, and to send such information directly to the parties noticed in Section 9 of this Agreement.

2.2 **Obligations of the parties**. The Receiving Party agrees, to the extent permitted by law, that Confidential Information shall remain the property of the Disclosing Party and that the Receiving Party shall only use, disclose or distribute Confidential Information within its own organization as is reasonably necessary to carry out the intent of this Agreement, and/or as required or permitted under federal or state law. For the period of the Agreement and following the expiration or termination of the Agreement, Confidential Information

shall not be used or disclosed to others except in furtherance of this Agreement, provided, however, that the foregoing obligation of non-use and non-disclosure shall not apply to any portion of the Confidential Information that:

2.21 is or shall have been known to the Receiving Party before receipt thereof;

2.22 is or shall have been disclosed to the Receiving Party by a third party;

2.23 is or shall have become known to the public other than through the Receiving Party;

2.24 is independently created by the Receiving Party's personnel who have had no exposure to the Confidential Information; or

2.25 is required by state or federal law, regulation, a court of competent jurisdiction or any rules of civil procedure applicable to any court or administrative proceeding to be disclosed.

2.3 **Return of Confidential Information.** Upon the expiration or earlier termination of this Agreement and the written request of the Disclosing Party, to the extent permitted by law, the Receiving Party shall promptly return to the Disclosing Party or certify destruction of all Confidential Information of the Disclosing Party received by the Receiving Party and any copies made thereof, whether in written, electronic or any other form, except Receiving Party may maintain an archival copy of the Confidential Information on the Receiving Party's servers as long as the confidentiality obligations in Section 2.2 continue to be complied with.

Article 3

Rights and Responsibilities of Department

3.1 **Provide Space and Equipment.** Department shall provide a classroom sufficient to provide quality instruction, audiovisual equipment; access to Department training

equipment and supplies for the purposes of instruction; and a desk with securable file space, internet access and use of a printer and photocopier for use by the EMS Educator while at the Department.

3.2 **Designate QI Person.** Department shall designate a person responsible for CE in Department and to receive the information under this Agreement ("Department Designee").

3.3 **Responsibility**. Department understands and accepts the responsibility for the clinical activities and care provided by its employees and agents and for the implementation of the services under this Agreement. Department agrees that UCLA shall not be responsible for these clinical activities or the implementation of quality improvement services.

Article 4

Term

4.1 The term of this Agreement shall be for five (5) years from the Effective Date through October 1, 2029.

Article 5

Termination

5.1 **Termination without Cause**. Either party may terminate this Agreement at any time without cause by providing the other party with sixty (60) days written notice as set forth in Article 9 below.

5.2 **Termination for Cause**. Either party may terminate this Agreement for cause or a material breach by providing the other party with thirty (30) days written notice as set forth in Article 9 below. If the breaching party fails to cure the breach within thirty (30) days of

receipt of the notice of breach, the termination shall be effective at the end of the thirty (30) day period.

Article 6

Payment

6.1 **Compensation for Services**. Department agrees to compensate UCLA for the services provided by the EMS Educator under this Agreement in the amount of $34,324 annually, which shall be billed in the amount of $2,860.33 monthly. Department shall mail payment to UCLA pursuant to Section 6.3 below within thirty (30) days of the date of each invoice. Following the first year of the initial term of the Agreement, on the anniversary of the Effective Date each year that this Agreement is in effect, UCLA shall increase the cost of services by no more than 3% per year to cover increases in the cost to deliver services. Department shall pay the amount due within thirty (30) days of the date of the invoice from UCLA.

6.2 **Compensation for Additional Services**. Department agrees to compensate UCLA for additional services referred to in Section 1.5 requested by the Department and approved by UCLA at an approved billable rate. The approved rate will be shared with Department annually by March 31 for implementation July 1.

6.3 **Payment**. Any payment to UCLA made pursuant to this Agreement shall be made by check payable to the Regents of the University of California and mailed to:

UCLA Cashiering Department
Box 957448
757 Westwood Plaza, Ste. 1119
Los Angeles, CA 90095-7448

Article 7

Insurance

7.1 The parties agree to obtain and maintain the insurance set forth in **Exhibit A**.

Article 8

Indemnification

8.1 Department agrees to defend, indemnify, and hold harmless UCLA, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Department, its officers, employees or agents.

8.2 UCLA agrees to defend, indemnify, and hold harmless Department, its officers, employees and agents from and against any and all liability, loss, expense (including reasonable attorneys' fees) or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of UCLA, its officers, employees or agents.

Article 9

Notice

9.1 Any notice required to be given to any party is deemed to have been given and to be effective on the date of delivery if delivered in person or by nationally recognized overnight courier such as Federal Express, or five (5) days after mailing if mailed by first-class

certified mail, postage paid, to the respective addresses given below or to any other address as designated in writing to the other party:

UCLA:

Contract Manager
UCLA Center for Prehospital Care
1100 Glendon Ave, Suite 1200
Los Angeles, CA 90024

Department:

Don Penman
City Manager
1414 Mission Street
South Pasadena, CA 93010

Gregory Lloyd
Fire Chief
1414 Mission Street
South Pasadena, CA 91030

Article 10

Use of Name

10.1 Neither party may use the name of the other, including the name UCLA, the Regents of the University of California, or the University of California, in any advertising, publicity, or otherwise, without the prior written approval of the authorized representative of the other party. For UCLA, any such request shall be sent to the names and addresses in Article 9 above.

Article 11

General Terms

11.1 **Relationship**. This Agreement is not construed as creating a partnership, joint venture, or agency relationship among the parties. The relationship between the parties shall at all times be that of independent contractors.

11.2 **Governing Law.** This Agreement shall be interpreted and construed according to the laws of the State of California.

11.3 **Modifications.** Any amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both parties.

11.4 **Assignment.** Neither party may assign its rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

11.5 **Severability**. The provisions of this Agreement are severable. If any provision of this Agreement is determined to be invalid or unenforceable under any controlling body of law, the invalidity or enforceability does not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

11.6 **Waiver.** Waiver by any party of any breach of any provision of this Agreement or warranty or representation shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right in this Agreement shall not operate as a waiver of such right.

11.7 **Entire Agreement.** This Agreement, and the Exhibits attached hereto, contain the entire Agreement between the parties with respect to the subject matter of the Agreement and supersedes all prior written or oral agreements with respect to the subject matter in the Agreement.

11.8 **No Third Party Beneficiaries.** None of the provisions contained in this Agreement are intended by the parties, nor shall they be deemed, to confer any benefit on any person not a party to this Agreement.

11.9 **Non-solicitation**. Department agrees that it will not solicit UCLA EMS Educator(s) for employment at Department during the term of the Agreement and for twelve (12) months after the end of its term.

11.10 **Review of electronic files.** Department agrees that UCLA EMS Educator(s) will have access to review electronic patient care reports to review for audit purposes with respect to the services provided under this Agreement.

11.11 **No Excluded Parties.** Each party represents and warrants to the other party that: a) neither it nor any of its representatives who will provide services pursuant to this Agreement are currently excluded, suspended, debarred or otherwise ineligible to participate in federal health care programs, including Medicare and Medicaid programs; and b) neither it nor any of its representatives who will provide services under this Agreement have been convicted of a criminal offense related to the provision of health care items or services that would lead to mandatory exclusion from federal health care programs, but have not yet been excluded.

11.12 **Compliance with Laws**. Both parties agree that each shall comply with all applicable state and federal laws, rules, and regulations now in effect or hereafter adopted regarding the services provided under this Agreement, including but not limited to, those laws regarding the retention and availability of books and records related to the performance of obligations under this Agreement. Such action shall include, without limitation, compliance with the appropriate provisions of the Social Security Act and any applicable regulations, as related to the retention of records.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the dates indicated.

DATE: _____

By: The REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of the UCLA Center for Prehospital Care

By: _____
Mollie Holt
Director, Financial Reporting & Operations Controller

DATE: _____

By: City of South Pasadena on behalf of the South Pasadena Fire Department "CITY"

By:

_____
Don Penman

_____
City Manager

Exhibit A
Insurance

I. UCLA

UCLA at its sole cost and expense shall insure or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with a limit of two million dollars ($2,000,000) per occurrence and a general aggregate of five million dollars ($5,000,000).
2. Business Automotive Liability insurance with a combined single limit of not less than five million dollars ($5,000,0000) per occurrence.
3. Professional Medical and Hospital Liability Self-Insurance Program with limits of one million dollars ($1,000,000) per occurrence and a general aggregate of five million dollars ($5,000,000).
4. Workers' Compensation and Employers Liability Self-Insurance Program covering University's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, 2, and 3 above shall not in any way limit the liability of UCLA. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverages referred to under Sections 1 and 2 above shall include Department as additional insured. UCLA, upon execution of this Agreement, shall furnish Department with Certificates of Self-Insurance evidencing compliance with all requirements.

II. Department

Department at its sole cost and expense shall insure or self-insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:

1. General Liability Self-Insurance Program with a limit of two million dollars ($2,000,000) per occurrence and a general aggregate of five million dollars ($5,000,000).
2. Business Automobile Liability Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than two million dollars ($2,000,000) per occurrence with additional coverage available.

3. Professional Medical Liability Insurance with limits of two million dollars ($2,000,000) per occurrence and a general aggregate of five million dollars ($5,000,000).
4. Workers' Compensation and Employers Liability Self-Insurance Program covering Department's full liability under the Workers' Compensation Insurance and Safety Act of the State of California as amended from time to time.
5. Such other insurance in such amounts which from time to time may be reasonably required by mutual consent of the parties against other insurable risks relating to performance.

It should be expressly understood, however, that the coverages required under Sections 1, and 2 above shall not in any way limit the liability of Department. If such insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date prior to or coinciding with the effective date of this Agreement.

The coverage referred to under Section 1and 2 above shall include Department as an additional covered party. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Department, its officers, employees and agents under this Agreement. Department, upon execution of this Agreement, shall furnish UCLA with Certificates of Insurance evidencing compliance with all requirements.

III. NOTICE

Each party shall provide the other with at least thirty (30) days advance written notice to the names set forth in Article 9 of this Agreement of any changes, modifications or cancellations of the above coverages.

Exhibit B
Scope of Services

This Scope of Services describes the Continuing Education (CE), Quality Improvement (QI) Program and General Administrative Services to support the Emergency Medical Service delivery for the South Pasadena Fire Department. This includes a detailed service description, expected frequency of the activity and an outcome measure to confirm it has been achieved.

CE Services	Frequency	Outcome Measure
1. Provide one Nurse Educator to Department to Provide CE Programs and QI Services.	On assignment and prior to change in personnel	Department meets with new Nurse Educator and provides approval to begin service.
2. CE Programs will be provided once on each of the three platoon shifts (A, B and C) for a period of at least two to three hours each.	Monthly	A minimum of 24 hours of CE delivered annually on each shift for EMTs and Paramedics who elect to attend all CE sessions on their work shift, as evidenced on Department's approved training schedule and calendar.
3. CE Programs offered for Department meet or exceed the current criteria and requirements established by the County of Los Angeles, and the State of California for continuing education recertification/relicensing. The CE Program content shall be created in partnership with Department.	Ongoing	Department EMTs and Paramedics can recertify/relicense. Nurse Educator ensures Department meets the audit requirements of the County of Los Angeles. CE Program content discussed quarterly with Department and verified on calendar of approved topics.
4. CE Program content created in partnership with Department and shall meet all mandatory requirements (ie. Blood borne pathogens, SIDs, Abuse, EMS Update, etc.).	Ongoing	Verified on training schedule and calendar of topics approved by Department.
5. CE Program content created in partnership with Department and shall include an annual EMS Documentation session to make providers	Ongoing	Verified on training schedule and calendar of topics approved by Department.

aware of current laws related to EMS.		
6. The Nurse Educator shall collaborate with the Fire Chief or designee on the selection of learning modules to support EMS program available on their learning management system.	Quarterly (or more often if needed)	Meeting with Fire Chief or designee to identify content for learning management system.
7. The Nurse Educator shall conduct schedule skills practice, remediation, and skill competency verification for Paramedics and EMTs.	Annually and conducted during skills sessions practice where possible	Skills sheets verifying competency of selected skills reviewed with department leadership. All paperwork, form preparation and tracking for recertification will be performed and maintained by Department.
8. The Nurse Educator will administer required competency assessment (i.e., quiz, skill checkoff) of material presented during CE Program.	Monthly (at the end of each CE session)	100% of the department members attending CE meets the 80% passing threshold or receives remediation to achieve competency.
9. The Nurse Educator will administer a student evaluation survey about the CE Program.	Monthly (at the end of the CE session)	80% of students rate the presentation 4 (out of 5). Completed evaluations reviewed bi-annually with department.
10. The Nurse Educator will maintain all required CE records.	Monthly	Prepare a CE packet that includes all required material for the audit including but not limited to rosters, lessons, objectives, posttests and evaluations.
11. The Nurse Educator will prepare the Department for the Los Angeles County Department of Health Services EMS Agency CE Audit.	As scheduled	Submit required survey information including but not limited to schedules, rosters, lesson plans, objectives posttests and evaluations. Attend meeting and obtain re-approval of the department's ability to deliver CE and be in good standing with DHS.
QI Services	**Frequency**	**Outcome Measure**
1. Quarterly review and, if necessary, modification of the Quality Improvement plan and	Quarterly or more often if needed	QI plan discussed at quarterly meeting and recorded in minutes.

Quarterly Quality Improvement meetings.		
2. Clinical review of 100% of the patient care reports generated, using a review system of quality improvement and assurance and criteria created by the Nurse Educator in collaboration with Department.	Monthly	Review of 100% of patient care records and record performance against performance indicators approved by Department or required by the Los Angeles County EMS Agency. Performance threshold on indicators is 90% and recorded on reports submitted to Department and Los Angeles County EMS Agency.
3. Development and implementation of a process and plan to review and evaluate provider competency. This plan is intended to continually review and strategically improve core competencies. In addition, the plan will address lesser-used skills and procedures.	Ongoing	Plan shall be subject to Department approval and include QI performance indicators for tracking, skill competency assessment and direct field observation. All of this information shall be incorporated into the CE Program approved by the Department. Completion of required skill competency verification forms as required by Los Angeles County EMS Agency for recertification of EMTs.
4. Specific incident review. The Nurse Educator will assist Department as necessary in fact-finding for specific patient-care-related incidents	As required	Review available documents (ie. patient care report, EMS policies, Title 22), contact appropriate personnel (ie. provider, other fire departments, or base hospitals) and provide a summary of information requested to Fire Chief.
5. The Nurse Educator shall ride along/station visits (introspective QI) and evaluate Department EMT-Paramedics under field conditions as needed. The Nurse Educator shall design and provide continuing education based on the needs and/or opportunities discovered	Monthly on each shift as call volume permits	Completion of ride-along documentation form. Documents reviewed with Quality Improvement committee and Department leadership quarterly or more often if needed. Ride-along observations will be incorporated into CE topics approved by the Department or accomplished with concurrent education or training material.

or created by the Educator's observations and assessment.		
6. Nurse Educator will attend Los Angeles County Quality Improvement Committee meetings to gather information and report to Department on issues related to policy, procedure, and other relevant updates.	As scheduled	Department represented by Nurse Educator and attendance recorded in meeting minutes.
7. The Nurse Educator will report to Department via the Fire Chief or his/her Quality Improvement Designee on Quality Improvement Activities. The Nurse Educator will implement any responsive recommendations under the direction of the Chief or the Quality Improvement Designee.	Monthly	The Nurse Educator will provide QI summaries for the Department and meet regularly with the Fire Chief or designee to discuss recommendations for implementation in the CE and QI Programs
8. Support the Medical Director with special QI projects.	As assigned	Track and report data as required.
9. The Nurse Educator will facilitate and attend the QI committee to review and discuss performance indicators.	Quarterly	Results presented to quality improvement committee and department leadership for discussion, recognition, areas for improvement, attention or continuing education.
10. The Nurse Educator will prepare the Los Angeles County Department of Health Services EMS Agency Provider QI Audit.	As scheduled	Attend meeting and obtain re-approval of the department's ability to deliver EMS and be in good standing with the Los Angeles County EMS Agency.
11. The Nurse Educator will collect, review and analyze hospital outcome data as required by the Los Angeles County EMS Agency.	Monthly	Report completed and submitted as required by DHS.

12. The Nurse Educator will submit QI performance indicators to DHS as required.	Quarterly (or as required)	Performance threshold on indicators is 90%.
General Administrative	**Frequency**	**Outcome Measure**
1. Collaborate with EMS Captain, Fire Chief and Medical Director.	Quarterly, or more often if needed	Formal and informal meetings/conversations.
2. The Nurse Educator shall support the Fire Chief or designee with special reports required for accreditation or City Council.	As requested	Report prepared.
3. The Nurse Educator will assist the EMS Chief and Captain in the organization of the recertification plan for Department EMTs. All paperwork, form preparation and tracking for recertification will be performed and maintained by Department.	Bi-annually, or more often if needed	Required DHS forms organized and prepared for EMT certification. All paperwork, form preparation and tracking for recertification will be performed and maintained by Department.
4. The Nurse Educator will attend Los Angeles County Provider Agency Advisory Committee (PACC), LA Count Fire Chief Association (LAAFCA), Pediatric Liaison Nurse Advisory (PLN), LA County EMS Agency Provider Quality Improvement (LACPQI), and California Fire Department Nurse Educators (CalNep), and other meetings as requested or required.	Quarterly or as scheduled	Department represented by the Nurse Educator.
5. The Nurse Educator will serve as a liaison with the Los Angeles County EMS Agency, local base	At committee meetings and or as incidents arise	Resolution of concerns and dialogue with department leadership about complaints and concerns.

hospitals and/or fire departments.		
6. The Nurse Educator will ensure EMS compliance with local and state EMS regulations and protocols and report deficiencies to the Fire Chief or his/her designee.	Ongoing	Attend UCLA Nurse Educator Service department meetings. Attend Los Angeles County Department of Health Services EMS Agency Provider Quality Improvement Meetings. Attend train-the-trainer EMS Update courses (annually).
7. The Nurse Educator will assess the overall quality of CE and QI program.	Anonymous survey annually	Results compiled and presented to Fire Chief.
8. The Nurse Educator will work directly with the Department's Infection Control Officer in the design and maintenance of a department-wide infection control and exposure program.	As needed for incidents and review of plan annually	Review program annually, support DICO and make recommendations to Department leadership.
9. The Nurse Educator shall have experience and competence in interview techniques and may participate on a Department oral board for potential paramedic candidates as requested.	As scheduled	The Nurse Educator will participate in oral boards and skill assessments for potential paramedic candidates as requested
10. The Nurse Educator shall have the experience and flexibility to perform home visits on special needs patient in their own environment.	As required	The Nurse Educator will document such visits and share it with Department.

Service Proposal

This Service Agreement (the "**Agreement**") is entered into _____01/01/2025_____ (the "**Effective Date**") by and between __South Pasadena Fire Department_____ (the "**Client**") located at _401 817 Mound Avenue South Pasadena, CA 91030 and Rescue Advancement Inc._____ (the "**Service Provider**") located at _2708 Foothill Blvd #275 La Crescenta CA 91214, also individually referred to as the "**Party**", and collectively the "**Parties**".

1. **Services.** The Service Provider shall perform the services listed in this Section 1 (the "Services").

   1.1. Monthly Continuing Education to be coordinated and executed by a mutually acceptable lead instructor a minimum of 36 hours annually of continuing education.

   1.2. Maintain mutually agreed upon schedule and documentation of the courses

   1.3. Prepare and submit documentation and reports for LA County EMSA

   1.4. Represent South Pasadena Fire Department at meetings and conferences

   1.5. Coordinate all patient care audit preparation and data to ensure compliance with LA County EMS Agency requirement

   1.6. Implement continuing education topics bases on the Total Quality Improvement results

   1.7. Review patient care reports and provide timely feedback to South Pasadena Fire Department members to provide loop closure

2. **Compensation.** The Client agrees to pay the Service Provider $___34,000_____ as payment for the Services provided. This fee will be paid in accordance will the following schedule:

   Total Cost of the Services: **_$34,000 Annually_____**

Amount Due at Signing: **$3,400**

Quarterly Payments Due: **$7,650 year 1 of contract**

Annual Cost of Living Adjustment: **3%**

To be calculated on the prior years total.

3. **Payment.** The Service Provider shall submit an invoice to the Client every 90 days. Invoices shall be paid within 30 days from the date of the invoice. Payments may be made by electronic transfer/check as follows: Rescue Advancement INC

4. **Term.** The term of this Agreement shall commence on the Effective Date, as stated above, and continue for 2 years, unless otherwise terminated per the terms of this Agreement.

5. **Termination.**

   5.1. Either Party may terminate the Agreement at any time upon 60 days prior written notice to the other Party. In the event the Client terminates the Agreement, the Client shall still remain obligated to pay the Service Provider for any Services performed up to the date of termination and any expenses approved, but not paid, prior to the date of termination. In the event the Service Provider terminates the Agreement, the Service Provider shall reimburse the Client any amounts previously paid to the Service Provider for which the Service Provider has not yet performed the Services.

   5.2. This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been received.

6. **Relationship of the Parties.**

   6.1. **Independent Contractor.** The Service Provider is an independent contractor. Neither Party is an agent, representative, partner, or employee of the other Party.

   6.2. **Subcontractor.** A person or entity that, creates, receives, maintains or transmits protected health information on behalf of the Service Provider.

7. **Non-Discrimination.** The parties agree that in the performance of this contract, they shall not discriminate against any individual on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, or any other characteristic protected by applicable federal, state, or local laws.

   7.1. **Compliance with Laws:** Each party agrees to comply with all relevant anti-discrimination laws and regulations, including but not limited to the California Fair Employment and Housing Act (FEHA) and Title VII of the Civil Rights Act of 1964.

   7.2. **Employment Practices:** In any hiring or employment practices related to this contract, the parties shall provide equal employment opportunities and shall not engage in any discriminatory practices.

   7.3. **Reporting Violations:** If either party becomes aware of any violation of this non-discrimination clause, they shall promptly notify the other party in writing. The offending party shall take immediate corrective action.

   7.4. **Termination for Violation:** A material breach of this clause shall be grounds for termination of this contract by the non-breaching party, in addition to any other remedies available under law.

8. **Dispute Resolution.**

   8.1. **Choice of Law.** The Parties agree that this Agreement shall be governed by the State and/or Country in which the duties of this Agreement are expected to take place. In the event that the duties of this Agreement are to take place in multiple States and/or Countries, this Agreement shall be governed by California law.

   8.2. **Negotiation.** In the event of a dispute, the Parties agree to work towards a resolution through good faith negotiation.

   8.3. **Mediation or Binding Arbitration.** In the event that a dispute cannot be resolved through good faith negotiation, the Parties agree to submit to binding mediation or arbitration.

8.4. Attorney's Fees. In the event of Arbitration and/or Mediation, the prevailing Party will be entitled to its legal fees, including, but not limited to, its attorneys' fees.

9. General.

9.1. Assignment. The Parties may not assign their rights and/or obligations under this Agreement.

9.2. Complete Contract. This Agreement constitutes the Parties entire understanding of their rights and obligations. This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

9.3. Severability. If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of this Agreement will still be enforceable.

9.4. Waiver. Neither Party can waive any provision of this Agreement, or any rights or obligations under this Agreement, unless agreed to in writing. If any provision, right, or obligation is waived, it is only waived to the extent agreed to in writing.

10. Liability Insurance Clause

10.1. Insurance Requirement: The Service Provider shall maintain, at their own expense, liability insurance covering bodily injury, property damage, and personal injury in connection with the services performed under this Agreement.

10.2. Coverage Amounts: The Service Provider shall maintain a minimum of $2 million in general liability insurance.

10.3. Policy Terms: The insurance policy must include a provision that the insurer shall notify the South Pasadena Fire Department at least 45 days prior to any cancellation or material change in coverage.

10.4. Proof of Insurance: Upon request, the Service Provider shall provide South Pasadena Fire Department with a Certificate of Insurance evidencing compliance with this clause.

10.5. **Indemnification**: South Pasadena Fire Department agrees to indemnify and hold harmless Rescue Advancement Inc from any claims, damages, or liabilities arising out of the Service Provider performance of services under this Agreement, to the extent permitted by law.

11. Notices

All notices under this Agreement must be sent by email with read receipt requested or by certified or registered mail with return receipt requested. Notices shall be sent as follows:

Client

_____

_____

_____

Service Provider

_____

_____

_____

[The remainder of this page is intentionally left blank.]

City Council Agenda Report

ITEM NO. 15

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: William Castrillon, Budget and Purchasing Manager
Alma Medina, Senior Management Analyst

SUBJECT: **CONSIDERATION OF APPROVAL OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RCS, LLC., FOR TEMPORARY STAFFING SERVICES, AT A COST OF $192,200 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $286,500**

Recommendation

It is recommended that the City Council consider approval of the Second Amendment to the Professional Services Agreement with RCS, LLC, in the amount of $192,200, for continued temporary staffing services, and for a new total not-to-exceed amount of $286,500.

Executive Summary

The City's Finance Department has been utilizing the services RCS, LLC, for Interim Accounting Manager activities and for fiscal analysis purposes as the City continues to rebuild its Finance Department due to staff vacancies. Due to the continued turnover of key staff, the department needs assistance in completing the Fiscal Year end accounting close, begin preparations for the FY 2024 ACFR, setting up accounts in the FY 2024-25 operating and capital budgets and working on providing investment reports. The current agreement with RCS expires on December 31, 2024, however, an extension through December 31, 2025, and an additional appropriation of funds, in the amount of $192,200 to the agreement is needed, to continue providing services to the City.

Background

RCS, LLC has provided temporary staffing for the Finance Department since May 2024, especially in the areas of accounting and required financial analysis. Their staff has been in an "acting accounting manager" role helping with general ledger transaction reviews and postings, fund balance reviews, and generating general ledger journal entries.

The Department currently has four of the eight budgeted positions vacant, with one employee currently on medical leave, This leaves only three active, permanent employees in the department. The temporary staffing need in Finance is ongoing and has been instrumental in the Department becoming and attempting to stay current with general ledger entries, weekly reviews, daily accounting work, and will be instrumental in doing work related to the upcoming FY 2024 ACFR year-end/audit preparation. The Department is currently recruiting for their two vacant management analyst positions, which have become vacant recently. RCS will also assist in developing the quarterly investment reports for the City. The continued employment

of existing temporary staffing would enable the Department to:

- Assist in day to day tasks
- Assist in year-end closing activities
- Assist in preparing for the FY 2024 ACFR
- Continue providing journal entries, general ledger and payroll oversite
- Development of quarterly investment reports
- Begin development of quarterly financial statements

In working with RCS, LLC and others in prioritizing major accounting tasks that lie ahead for the Finance Department, staff proposes to continue the existing temporary staffing in Finance for their momentum and ongoing work and capacity building until permanent full-time staff can be hired.

Analysis

The initial RCS contract for Financial Consulting Services had a duration from June, 2024, through December, 2024, for a maximum amount of $29,500. Due to continued resignations in the Finance Department, with the ACFR Audit beginning with requiring specialized accounting needs, and the various other miscellaneous audits and work on the investment and financial reports the original contract amount was increased by $64,800 for a total contract amount of $94,300, via the First Amendment. The proposed amendment would extend the duration of the agreement to December 31, 2025, increasing the contract amount by $192,200, for a total contract amount of $286,500.

Staff recommends the approval of this second contract amendment and also hopes once full-time staff are hired and on-boarded, most of the contract staff can be concluded.

Fiscal Impact

The proposed amendment, if approved, will increase the contract amount by $192,200, for a total contract not to exceed $286,500.

However, the fiscal impact for FY 2024-25, a total of six months, is $96,100. This amended amount will be funded from salary savings from the Finance department's vacant positions. The remaining amended cost of the contract of $96,100 will be budgeted for the following fiscal year accordingly.

Attachment:
Attachment No. 1 - Proposed Second Amendment

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH RCS, LLC FOR TEMPORARY CONSULTANT SERVICES

THIS SECOND AMENDMENT ("Amendment") is made on this 20th day of November, 2024, by and between the CITY OF SOUTH PASADENA ("CITY") and RCS, LLC. ("CONSULTANT").

RECITALS

WHEREAS, on June 20, 2024, the City entered an agreement with the Consultant RCS, LLC., to provide Financial Consulting Services to the City of South Pasadena (City) for total maximum amount of $29,500; and

WHEREAS, on July 31, 2024, the City entered into the First Amendment to the agreement with the Consultant RCS, LLC., to increase the contract in the amount not to exceed $64,800, bringing the aggregate total of Agreement and Amendments to a sum total of $94,300; and

WHEREAS, the CITY desires to execute a Second Amendment to increase the contract in the amount not to exceed $192,200, bringing the aggregate total of Agreement and Amendments to a sum total of $286,500, and extending the term to December 31, 2025.

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 Two Hundred Eight-Six Thousand Five Hundred Dollars ($286,500).”

2. That Section 3.6 “Termination Date” of the Agreement is amended to read as follows:

   “”Termination Date”: December 30, 2025”

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: Donald Penman

Title: Interim City Manager

Date: _____

Date: _____

Approved as to form:

By: _____
Roxanne M. Diaz,
City Attorney

Date: _____

Attest:

By: _____
Mark Perez,
Deputy City Clerk

"Consultant"
RCS, LLC

By: _____
Signature

Printed: _____

Title: _____

Date: _____

City Council Agenda Report

ITEM NO. 16

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: William Castrillon, Budget and Purchasing Manager
Alma Medina, Senior Management Analyst

SUBJECT: **CONSIDERATION OF APPROVAL OF THE FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG AND ASSOCIATES, INC., FOR TEMPORARY STAFFING SERVICES, AT A COST OF $163,800, FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $662,800 AND EXTEND THE TERM THROUGH DECEMBER 31, 2025**

Recommendation

It is recommended that the City Council consider approval of the Fifth Amendment to the Professional Services Agreement with MV Cheng and Associates, Inc., in the amount of $163,800 for continued temporary staffing services, and for a new total not-to-exceed amount of $662,800 and to amend the termination date to December 31, 2025.

Executive Summary

The City's Finance Department has been utilizing the services MV Cheng & Associates Inc., for several years as the City continues to rebuild its Finance Department due to staff vacancies. Due to the recent turnover of key staff, the department needs assistance in completing the Fiscal Year end accounting close and audit, while staff prepares for the upcoming midyear budget development process. The current agreement with MV Cheng expires on December 31, 2024, however, additional appropriation of funds, in the amount of $163,800 to the agreement is needed, to pay the vendor to continue providing services through December 31, 2025, as proposed in the Fifth Amendment.

Background

MV Cheng & Associates, Inc. has provided temporary staffing for the Finance Department since July 2022 and staff has been instrumental in helping with Bank Reconciliations and general ledgers. The temporary staffing need in Finance is ongoing and has been instrumental in the Department becoming current with monthly reconciliations, daily accounting work, and year-end/audit preparation. The continued employment of existing temporary staffing would enable the Department to:

- Wrap up the Annual Comprehensive Financial Report (ACFR)
- Continue verifying Capital Assets
- Completing general accounting work
- Backfill for current vacancies
- Provide front counter service, including customer service and utility payment processing.

In working with MV Cheng and in prioritizing major accounting and budgeting tasks that lie ahead for the Finance Department, the Finance Director proposes to continue the existing temporary staffing in Finance and their momentum and ongoing work and capacity building.

Analysis
The initial MV Cheng & Associates contract for Financial Consulting Services had a duration from October 24, 2022, through June 30, 2023, for a maximum amount of $115,200. The contract was then amended on January 18, 2023, to increase the contract amount to $344,000, followed by three more amendments, extending the term end date to December 31, 2024 and increasing the contract amount to $499,000.

However, as services are currently being provided, an amendment is required for the continuation of services and extend the current agreement through December 31, 2025. This will also provide the ability for the City to make payment for such services.

Staff recommends the approval of the Fifth Amendment to increase the contract amount in the amount by $163,800, for a new total not to exceed amount of $662,800 for continued and expanded temporary staffing services to tackle the priority areas listed above.

Fiscal Impact
The proposed amendment, if approved, will increase the contract total amount by $163,800, for a total contract not to exceed $662,800.

The fiscal impact for FY 2024-25, a total of six months, is $81,900. This amended amount will be funded from salary savings from the finance department's vacant positions. The remaining amended cost of the contract of $81,900 will be budgeted for the following fiscal year accordingly.

Attachment:
Attachment No. 1 - Proposed Fifth Amendment

FIFTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH MV CHENG, AND ASSOCIATES INC., FOR TEMPORARY CONSULTING SERVICES

The FIFT AMENDMENT ("Amendment") is made on this 20th day of November, 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; and

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; and

WHEREAS, on July 17, 2024, Amendment No. 4 was approved by the City Council 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 extending the termination date of Agreement to December 31, 2024; and

WHEREAS, the CITY desires to execute a Fifth Amendment to increase the contract in the amount not to exceed of $163,800, bringing the aggregate total of Agreement and Amendments to a sum total of $662,800 and extend the termination date of the Agreement to December 31,2025.

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 if Six Hundred Sixty-Two Thousand Eight Hundred ($662,800).”

2. That Section 3.6 “Termination Date” of the Agreement is amended to read as follows:
   “”Termination Date”: December 31, 2025.”

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: Donald Penman
Title: Interim City Manager
Date:

Date:
Approved as to Form:
By: _____
Roxanne M. Diaz,
City Attorney
Date:

Attest:
By: _____
Mark Perez,
Deputy City Clerk

MV Cheng & Associates, Inc.
By: _____
Signature _____
Printed_____
Title: _____
Date: _____

City Council Agenda Report

ITEM NO. 17

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Melissa Snyder, Community Services Supervisor

SUBJECT: **CONSIDERATION OF THE APPROPRIATION OF FUNDS IN THE AMOUNT OF $1,000 RECEIVED THROUGH SPONSORSHIPS FOR THE CITY SENIOR EVENTS OF NOVEMBER 20, 2024 AND DECEMBER 17, 2024**

Recommendation

It is recommended that the City Council appropriate funds in the amount of $1,000 in the Senior Services Special Event Account and allocate funds in the Miscellaneous Revenue Account for the City Senior Services Thanksgiving Event on November 20, 2024, and Senior Services Holiday Event on December 17, 2024.

Executive Summary

The Senior Services Division of the Community Services Department solicited sponsorship from the community to help with event expenses and received $1,000. The South Senior Citizens Foundation of South Pasadena sponsored $500, as well as another $500 from the South Pasadena Police Officers' Association. These funds were deposited into the Senior Donation Account and need to be appropriated in the Senior Services Special Event Account.

Background

The Senior Services Division is dedicated to enhancing the quality of life for older adults in the community through various programs and services. A key initiative is the organization of special event luncheons, which are held throughout the year to foster social connections, provide nutritious meals, and promote engagement among older adults.

Analysis

The City will host its annual Senior Services Thanksgiving Luncheon on November 20, 2024 and Holiday Luncheon on December 17, 2024. These events feature live entertainment, food, and provide an opportunity for older adults to socialize. To help offset the cost of these events, the Department solicited sponsorship from the community and received $1,000 in total.

Fiscal Impact

Funds in the amount of $12,000 are available for events in the Fiscal Year 2024-25 budget, account 101-8030-8021-8264. In addition, sponsorship funds have been collected in the amount $1,000 and will be allocated in the General Fund, Senior Services Special Event and Excursions Account 101-8030-8021-8264 and the Miscellaneous Revenue Account 101-0000-0000-5505-000.

City Council Agenda Report

ITEM NO. 18

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Lucy Hakobian, Community Services Director

SUBJECT: **CONSIDERATION OF APPROVAL OF A DISCRETIONARY FUND REQUEST FROM MAYOR PRO TEM DONOVAN IN THE AMOUNT OF UP TO $2,500 FOR THE PURCHASE OF UNITED STATES FLAGS TO BE DISPLAYED THROUGHOUT THE YEAR FOR FLAG DAY, 4TH OF JULY, AND VETERANS DAY**

Recommendation

It is recommended that the City Council: (i) find that the requested allocation of discretionary funds to purchase United States flags to be displayed throughout the year for Flag Day, 4th of July and Veterans Day serves a public purpose benefitting the City, is free from any conflict of interest that arise from the use of the funds, and that the expenditure is not a gift to any individual, corporation or municipality and is only used to benefit the general public of the City; (ii) and based on such findings approve the requested expenditure of discretionary funds of up to $2,500 for purchase of the United States flags.

Executive Summary

This report is for approval of Mayor Pro Tem Donovan's request for the use of discretionary funds to purchase United States flags to be displayed for Flag Day, 4th of July and Veterans Day.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets that allow each Councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. Discretionary funds must be used for a public purpose benefiting the City. On August 17, 2011, the City Council approved Resolution No. 7174, establishing guidelines for the application of City Council discretionary budget accounts. It provides that use of such funds is permitted if findings can be made as set forth in Resolution No. 7174. Also, Resolution No. 7174 states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of $10,000 per Councilmember account. The allocated funds need not be encumbered by a purchase order to be carried over to the following fiscal year per Resolution No. 7174. In Fiscal Year (FY) 2019-20, the Budget included $20,000 of Discretionary Funds, which amounts to $4,000 per Councilmember which was a decrease from $25,000 in prior years. Each FY since the budget has remained at $20,000 for Discretionary funds.

Analysis
The City Council receives annual discretionary funds and in order to expend such funds, specific findings must be made before recommending the use of any funds in a discretionary account for City-related projects or purchases: a) The expenditure has a public purpose benefitting the City; b) The expenditure is free of any conflicts of interest that may arise from the use of City funds; and c) The expenditure is not a gift to any individual, corporation, or municipality, but is only used to benefit the general public of the City.

On October 24, 2024, Mayor Pro Tem Donovan requested approval to use discretionary funds to assist with the purchase of United States flags for a total of $2,500 and received a second from Councilmember Primuth. This request supports a public purpose benefitting the City in the promotion of the City as well as community before an intentional audience. There are no known or anticipated conflicts of interest that may arise from the use of City funds, and this request is not a gift but is to benefit the general public of the City.

Fiscal Impact
Sufficient funds are available in the FY 2024-25 City Council Discretionary Budget Account 101-1010-1011-8021.

City Council Agenda Report

ITEM NO. 19

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Tina Lopez, Human Resources & Risk Manager

SUBJECT: **CONSIDERATION OF ADOPTION OF A RESOLUTION APPROVING AND ADOPTING COMPREHENSIVE MASTER SALARY SCHEDULES IN ACCORDANCE WITH TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS SECTION 570.5 AND THE CALIFORNIA EMPLOYEES' RETIREMENT SYSTEM (CALPERS)**

Recommendation

Consider adoption of a resolution, approving the City's Master Salary Schedule in accordance with Title 2 of the California Code of Regulations Section 570.5 (CCR 570.5) and California Public Employees Retirement (CalPERS) regulations for Fiscal Year 2024-25, Fiscal Year 2023-24, and Fiscal Year 2022-23.

Executive Summary

The City Master Salary Schedules for Fiscal Years (FY) 2024-25, 2023-24, and 2022-23 and Resolution are being brought to the City Council for adoption to meet the California Public Employees' Retirement System (CalPERS) financial reporting requirements as established per Title 2 of the California Code of Regulations Section 570.5 (CCR 570.5).

Background

On August 10, 2011, California Code of Regulations Title 2, Section 570.5 was adopted and Section 571 subsection (b) was amended by the CalPERS Board of Administration. The section sets specific requirements for CalPERS agencies and the administration of their salary schedules. Most notably, salary schedules must meet the following eight (8) requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and

8. Does not reference another document in lieu of disclosing the payrate.

CalPERS has also requested for the City to submit approved salary schedules for FY 2023-24 and 2022-23. Although the City Council approved the salaries as part of negotiations and adoption of relevant subsequent resolutions, a master salary schedule was not approved in accordance with the requirements set out by CalPERS. Staff is asking for approval of previous salary schedules as an administrative clean-up item for CalPERS reporting purposes.

The previous master salary schedules are consistent with what has been previously approved by the City Council. Moving forward, future Master Salary Schedules will be incorporated into the City's budget adoption process.

Analysis
The updated Master Employee Salary Schedules for FY2024-25 (Exhibit A), FY2023-24 (Exhibit B), and FY2022-23 (Exhibit C) contain salary schedules previously approved via Memorandums of Understanding (MOUs) with the City's respective bargaining units and agreements with appointed and unrepresented employees for FY 2024-25, FY2023-24, and FY2022-23.

Future revisions/updates to the Master Salary Schedule will be brought to City Council for approval as warranted by MOU negotiations and position creations/changes.

Fiscal Impact
There is no fiscal impact. All salary updates have been previously approved and incorporated in the respective operating budgets adopted for FY2024-25, FY2023-24, and FY2022-23.

Key Performance Indicators and Strategic Plan
This item aligns with the Management Services Department Key Performance Indicators and the City's Strategic Plan to establish and Support Organizational Effectiveness.

Attachment:
Attachment No. 1 - Proposed Resolution
Attachment No. 2 - Exhibit A - FY 2024-2025 Master Salary Schedule
Attachment No. 3 - Exhibit B - FY 2023-24 Master Salary Schedule
Attachment No. 4 - Exhibit C - FY 2022-2023 Master Salary Schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING THE MASTER SALARY SCHEDULES FOR FISCAL YEARS 2024-2025, 2023-2024, AND 2022-2023

WHEREAS, the California Public Employees' Retirement System (CalPERS) regulations, specified in Title 2 of the California Code of Regulations Section 570.5 (CCR 570.5), require pay schedules (salary schedules) be approved and adopted by the City Council in a public meeting; and

WHEREAS, the City would like to approve the Master Salary Schedule for Fiscal Years 2024-2025, 2023-2024 and 2022-2023, as requested by CalPERS and previously approved via Memorandum of Understandings (MOUs) with the City's respective bargaining units and agreements with appointed and unrepresented employees in order to comply with said requirements.

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

SECTION 1. The Master Salary Schedule for Fiscal Year 2024-2025, as set forth in Exhibit A, in accordance with Title 2 of the California Code of Regulations Section 570.5 and the California Employees Retirement System ("CalPERS"), is hereby adopted.

SECTION 2. The Master Salary Schedule for Fiscal Year 2023-2024, as set forth in Exhibit B, in accordance with Title 2 of the California Code of Regulations Section 570.5 and the California Employees Retirement System ("CalPERS"), is hereby adopted.

SECTION 3. The Master Salary Schedule for Fiscal Year 2022-2023, as set forth in Exhibit C, in accordance with Title 2 of the California Code of Regulations Section 570.5 and the California Employees Retirement System ("CalPERS"), is hereby adopted.

SECTION 4. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 20th day of November, 2024.

_____
Evelyn G. Zneimer, Mayor

ATTEST:

_____
Mark Perez, Deputy City Clerk
(seal)

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 20th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mark Perez, Deputy City Clerk
(seal)

EXHIBIT A

CITY OF SOUTH PASADENA
SALARY SCHEDULE
Effective First Full Pay Period Following July 1, 2024

Amounts shown are annual, and monthly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CITY COUNCIL	N/A	$ 3,600	--	--	--	--	--	--
		$ 300	--	--	--	--	--	--
CITY TREASURER	N/A	$ 8,472	--	--	--	--	--	--
		$ 706	--	--	--	--	--	--

Amounts shown are annual, monthly, and hourly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CITY MANAGER	N/A	$ 239,498	--	--	--	--	--	--
		$ 19,958	--	--	--	--	--	--
		$ 115.14	--	--	--	--	--	--

Amounts shown are annual, monthly, and hourly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
ACCOUNT CLERK	PSEA	$ 46,668	$ 48,996	$ 51,444	$ 54,024	$ 56,724		
		$ 3,889	$ 4,083	$ 4,287	$ 4,502	$ 4,727		
		$ 22.44	$ 23.56	$ 24.73	$ 25.97	$ 27.27		
ACCOUNTANT	PSEA	$ 70,296	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,858	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.80	$ 35.48	$ 37.26	$ 39.12	$ 41.08		
ACCOUNTING TECHNICIAN I	PSEA	$ 52,752	$ 55,380	$ 58,152	$ 61,056	$ 64,116		
		$ 4,396	$ 4,615	$ 4,846	$ 5,088	$ 5,343		
		$ 25.36	$ 26.63	$ 27.96	$ 29.35	$ 30.83		
ACCOUNTING TECHNICIAN II	PSEA	$ 58,572	$ 61,500	$ 64,572	$ 67,800	$ 71,196		
		$ 4,881	$ 5,125	$ 5,381	$ 5,650	$ 5,933		
		$ 28.16	$ 29.57	$ 31.04	$ 32.60	$ 34.23		
ADMINISTRATIVE SECRETARY	PSEA	$ 57,012	$ 59,856	$ 62,856	$ 66,000	$ 69,300		
		$ 4,751	$ 4,988	$ 5,238	$ 5,500	$ 5,775		
		$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		
ASSISTANT PLANNER	PSEA	$ 70,296	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,858	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.80	$ 35.48	$ 37.26	$ 39.12	$ 41.08		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
ASSOCIATE CIVIL ENGINEER	PSEA	$ 87,732	$ 92,112	$ 96,720	$ 101,556	$ 106,632		
		$ 7,311	$ 7,676	$ 8,060	$ 8,463	$ 8,886		
		$ 42.18	$ 44.28	$ 46.50	$ 48.83	$ 51.27		
ASSOCIATE PLANNER	PSEA	$ 77,952	$ 81,840	$ 85,932	$ 90,240	$ 94,752		
		$ 6,496	$ 6,820	$ 7,161	$ 7,520	$ 7,896		
		$ 37.48	$ 39.35	$ 41.31	$ 43.38	$ 45.55		
BUILDING MAINTENANCE WORKER	PSEA	$ 59,676	$ 62,652	$ 65,784	$ 69,072	$ 72,528		
		$ 4,973	$ 5,221	$ 5,482	$ 5,756	$ 6,044		
		$ 28.69	$ 30.12	$ 31.63	$ 33.21	$ 34.87		
CIVIL ENGINEERING ASSISTANT	PSEA	$ 74,196	$ 77,904	$ 81,804	$ 85,896	$ 90,192		
		$ 6,183	$ 6,492	$ 6,817	$ 7,158	$ 7,516		
		$ 35.67	$ 37.45	$ 39.33	$ 41.30	$ 43.36		
COMMUNITY IMPROVEMENT COORDINATOR	PSEA	$ 61,068	$ 64,128	$ 67,332	$ 70,704	$ 74,232		
		$ 5,089	$ 5,344	$ 5,611	$ 5,892	$ 6,186		
		$ 29.36	$ 30.83	$ 32.37	$ 33.99	$ 35.69		
COMMUNITY SERVICES COORDINATOR	PSEA	$ 62,544	$ 65,664	$ 68,952	$ 72,396	$ 76,020		
		$ 5,212	$ 5,472	$ 5,746	$ 6,033	$ 6,335		
		$ 30.07	$ 31.57	$ 33.15	$ 34.81	$ 36.55		
DEPUTY CITY CLERK	PSEA	$ 70,296	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,858	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.80	$ 35.48	$ 37.26	$ 39.12	$ 41.08		
ELECTRICIAN	PSEA	$ 65,868	$ 69,168	$ 72,624	$ 76,260	$ 80,064		
		$ 5,489	$ 5,764	$ 6,052	$ 6,355	$ 6,672		
		$ 31.67	$ 33.25	$ 34.92	$ 36.66	$ 38.49		
FACILITIES AND PARKS SUPERVISOR	PSEA	$ 85,260	$ 89,520	$ 93,996	$ 98,700	$ 103,632		
		$ 7,105	$ 7,460	$ 7,833	$ 8,225	$ 8,636		
		$ 40.99	$ 43.04	$ 45.19	$ 47.45	$ 49.82		
FACILITIES MAINTENANCE SUPERVISOR	PSEA	$ 80,448	$ 84,480	$ 88,704	$ 93,132	$ 97,788		
		$ 6,704	$ 7,040	$ 7,392	$ 7,761	$ 8,149		
		$ 38.68	$ 40.62	$ 42.65	$ 44.78	$ 47.01		
FILM LIAISON	PSEA	$ 62,544	$ 65,664	$ 68,952	$ 72,396	$ 76,020		
		$ 5,212	$ 5,472	$ 5,746	$ 6,033	$ 6,335		
		$ 30.07	$ 31.57	$ 33.15	$ 34.81	$ 36.55		
GRANTS ANALYST	PSEA	$ 73,740	$ 77,424	$ 81,300	$ 85,368	$ 89,628		
		$ 6,145	$ 6,452	$ 6,775	$ 7,114	$ 7,469		
		$ 35.45	$ 37.22	$ 39.09	$ 41.04	$ 43.09		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
HUMAN RESOURCES ANALYST	PSEA	$ 73,740	$ 77,424	$ 81,300	$ 85,368	$ 89,628		
		$ 6,145	$ 6,452	$ 6,775	$ 7,114	$ 7,469		
		$ 35.45	$ 37.22	$ 39.09	$ 41.04	$ 43.09		
LIBRARIAN	PSEA	$ 69,480	$ 72,948	$ 76,596	$ 80,424	$ 84,456		
		$ 5,790	$ 6,079	$ 6,383	$ 6,702	$ 7,038		
		$ 33.40	$ 35.07	$ 36.83	$ 38.67	$ 40.60		
LIBRARY ASSOCIATE	PSEA	$ 55,464	$ 58,236	$ 61,152	$ 64,200	$ 67,416		
		$ 4,622	$ 4,853	$ 5,096	$ 5,350	$ 5,618		
		$ 26.67	$ 28.00	$ 29.40	$ 30.87	$ 32.41		
LIBRARY CLERK I	PSEA	$ 43,308	$ 45,468	$ 47,736	$ 50,124	$ 52,632		
		$ 3,609	$ 3,789	$ 3,978	$ 4,177	$ 4,386		
		$ 20.82	$ 21.86	$ 22.95	$ 24.10	$ 25.30		
LIBRARY CLERK II	PSEA	$ 47,328	$ 49,704	$ 52,188	$ 54,792	$ 57,528		
		$ 3,944	$ 4,142	$ 4,349	$ 4,566	$ 4,794		
		$ 22.75	$ 23.90	$ 25.09	$ 26.34	$ 27.66		
LIBRARY DIGITAL SERVICES MANAGER	PSEA	$ 70,296	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,858	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.80	$ 35.48	$ 37.26	$ 39.12	$ 41.08		
LIBRARY PUBLIC SERVICES MANAGER	PSEA	$ 94,500	$ 99,228	$ 104,184	$ 109,392	$ 114,864		
		$ 7,875	$ 8,269	$ 8,682	$ 9,116	$ 9,572		
		$ 45.43	$ 47.71	$ 50.09	$ 52.59	$ 55.22		
LIBRARY SUPPORT SERVICES MANAGER	PSEA	$ 94,500	$ 99,228	$ 104,184	$ 109,392	$ 114,864		
		$ 7,875	$ 8,269	$ 8,682	$ 9,116	$ 9,572		
		$ 45.43	$ 47.71	$ 50.09	$ 52.59	$ 55.22		
LIBRARY TECHNICAL ASSISTANT	PSEA	$ 56,604	$ 59,436	$ 62,400	$ 65,520	$ 68,796		
		$ 4,717	$ 4,953	$ 5,200	$ 5,460	$ 5,733		
		$ 27.21	$ 28.58	$ 30.00	$ 31.50	$ 33.08		
MAINTENANCE WORKER I	PSEA	$ 47,868	$ 50,268	$ 52,776	$ 55,416	$ 58,188		
		$ 3,989	$ 4,189	$ 4,398	$ 4,618	$ 4,849		
		$ 23.01	$ 24.17	$ 25.37	$ 26.64	$ 27.98		
MAINTENANCE WORKER II	PSEA	$ 52,128	$ 54,732	$ 57,480	$ 60,348	$ 63,360		
		$ 4,344	$ 4,561	$ 4,790	$ 5,029	$ 5,280		
		$ 25.06	$ 26.31	$ 27.63	$ 29.01	$ 30.46		
MANAGEMENT AIDE	PSEA	$ 57,012	$ 59,856	$ 62,856	$ 66,000	$ 69,300		
		$ 4,751	$ 4,988	$ 5,238	$ 5,500	$ 5,775		
		$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
MANAGEMENT ANALYST	PSEA	$ 73,740	$ 77,424	$ 81,300	$ 85,368	$ 89,628		
		$ 6,145	$ 6,452	$ 6,775	$ 7,114	$ 7,469		
		$ 35.45	$ 37.22	$ 39.09	$ 41.04	$ 43.09		
MANAGEMENT ASSISTANT	PSEA	$ 62,544	$ 65,664	$ 68,952	$ 72,396	$ 76,020		
		$ 5,212	$ 5,472	$ 5,746	$ 6,033	$ 6,335		
		$ 30.07	$ 31.57	$ 33.15	$ 34.81	$ 36.55		
PARKS SUPERVISOR	PSEA	$ 75,720	$ 79,500	$ 83,484	$ 87,660	$ 92,040		
		$ 6,310	$ 6,625	$ 6,957	$ 7,305	$ 7,670		
		$ 36.40	$ 38.22	$ 40.14	$ 42.14	$ 44.25		
PERMIT COUNTER TECHNICIAN	PSEA	$ 52,236	$ 54,852	$ 57,600	$ 60,480	$ 63,504		
		$ 4,353	$ 4,571	$ 4,800	$ 5,040	$ 5,292		
		$ 25.11	$ 26.37	$ 27.69	$ 29.08	$ 30.53		
PROGRAM SPECIALIST	PSEA	$ 57,012	$ 59,856	$ 62,856	$ 66,000	$ 69,300		
		$ 4,751	$ 4,988	$ 5,238	$ 5,500	$ 5,775		
		$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		
PUBLIC WORKS ASSISTANT	PSEA	$ 73,176	$ 76,836	$ 80,676	$ 84,708	$ 88,944		
		$ 6,098	$ 6,403	$ 6,723	$ 7,059	$ 7,412		
		$ 35.18	$ 36.94	$ 38.79	$ 40.73	$ 42.76		
PUBLIC WORKS INSPECTOR	PSEA	$ 72,372	$ 75,996	$ 79,788	$ 83,784	$ 87,972		
		$ 6,031	$ 6,333	$ 6,649	$ 6,982	$ 7,331		
		$ 34.79	$ 36.54	$ 38.36	$ 40.28	$ 42.29		
SENIOR COMMUNITY IMPROVEMENT COORDINATOR	PSEA	$ 70,284	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,857	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.79	$ 35.48	$ 37.26	$ 39.12	$ 41.08		
SENIOR ELECTRICIAN	PSEA	$ 70,476	$ 73,992	$ 77,700	$ 81,588	$ 85,656		
		$ 5,873	$ 6,166	$ 6,475	$ 6,799	$ 7,138		
		$ 33.88	$ 35.57	$ 37.36	$ 39.23	$ 41.18		
SENIOR MAINTENANCE WORKER	PSEA	$ 62,124	$ 65,232	$ 68,484	$ 71,916	$ 75,504		
		$ 5,177	$ 5,436	$ 5,707	$ 5,993	$ 6,292		
		$ 29.87	$ 31.36	$ 32.93	$ 34.58	$ 36.30		
SENIOR PLANNER	PSEA	$ 90,720	$ 95,256	$ 100,020	$ 105,012	$ 110,268		
		$ 7,560	$ 7,938	$ 8,335	$ 8,751	$ 9,189		
		$ 43.62	$ 45.80	$ 48.09	$ 50.49	$ 53.01		
SENIOR WATER PRODUCTION/TREATMENT OPERATOR	PSEA	$ 62,988	$ 66,132	$ 69,444	$ 72,912	$ 76,560		
		$ 5,249	$ 5,511	$ 5,787	$ 6,076	$ 6,380		
		$ 30.28	$ 31.79	$ 33.39	$ 35.05	$ 36.81		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
SENIOR WATER UTILITY WORKER	PSEA	$ 63,732	$ 66,924	$ 70,272	$ 73,788	$ 77,472		
		$ 5,311	$ 5,577	$ 5,856	$ 6,149	$ 6,456		
		$ 30.64	$ 32.18	$ 33.78	$ 35.48	$ 37.25		
STREET SUPERVISOR	PSEA	$ 76,536	$ 80,364	$ 84,372	$ 88,596	$ 93,024		
		$ 6,378	$ 6,697	$ 7,031	$ 7,383	$ 7,752		
		$ 36.80	$ 38.64	$ 40.56	$ 42.59	$ 44.72		
TRANSPORTATION DRIVER	PSEA	$ 43,308	$ 45,468	$ 47,748	$ 50,136	$ 52,644		
		$ 3,609	$ 3,789	$ 3,979	$ 4,178	$ 4,387		
		$ 20.82	$ 21.86	$ 22.96	$ 24.10	$ 25.31		
WATER CONSERVATION ANALYST	PSEA	$ 73,740	$ 77,424	$ 81,300	$ 85,368	$ 89,628		
		$ 6,145	$ 6,452	$ 6,775	$ 7,114	$ 7,469		
		$ 35.45	$ 37.22	$ 39.09	$ 41.04	$ 43.09		
WATER OPERATIONS SUPERVISOR	PSEA	$ 86,712	$ 91,044	$ 95,592	$ 100,368	$ 105,396		
		$ 7,226	$ 7,587	$ 7,966	$ 8,364	$ 8,783		
		$ 41.69	$ 43.77	$ 45.96	$ 48.25	$ 50.67		
WATER PRODUCTION/TREATMENT OPERATOR	PSEA	$ 57,900	$ 60,792	$ 63,840	$ 67,032	$ 70,380		
		$ 4,825	$ 5,066	$ 5,320	$ 5,586	$ 5,865		
		$ 27.84	$ 29.23	$ 30.69	$ 32.23	$ 33.84		
WATER UTILITY WORKER I	PSEA	$ 50,640	$ 53,172	$ 55,824	$ 58,620	$ 61,548		
		$ 4,220	$ 4,431	$ 4,652	$ 4,885	$ 5,129		
		$ 24.35	$ 25.56	$ 26.84	$ 28.18	$ 29.59		
WATER UTILITY WORKER II	PSEA	$ 56,580	$ 59,412	$ 62,388	$ 65,508	$ 68,784		
		$ 4,715	$ 4,951	$ 5,199	$ 5,459	$ 5,732		
		$ 27.20	$ 28.56	$ 29.99	$ 31.49	$ 33.07		
ACCOUNTING MANAGER	UNREPRESENTED	$ 90,192	$ 94,704	$ 99,444	$ 104,412	$ 109,632	$ 115,116	$ 120,864
		$ 7,516	$ 7,892	$ 8,287	$ 8,701	$ 9,136	$ 9,593	$ 10,072
		$ 43.36	$ 45.53	$ 47.81	$ 50.20	$ 52.71	$ 55.34	$ 58.11
ASSISTANT CITY MANAGER	UNREPRESENTED	$ 151,632	$ 159,216	$ 167,172	$ 175,536	$ 184,308	$ 193,524	$ 203,208
		$ 12,636	$ 13,268	$ 13,931	$ 14,628	$ 15,359	$ 16,127	$ 16,934
		$ 72.90	$ 76.55	$ 80.37	$ 84.39	$ 88.61	$ 93.04	$ 97.70
ASSISTANT LIBRARY DIRECTOR	UNREPRESENTED	$ 96,516	$ 101,340	$ 106,404	$ 111,732	$ 117,312	$ 123,180	$ 129,336
		$ 8,043	$ 8,445	$ 8,867	$ 9,311	$ 9,776	$ 10,265	$ 10,778
		$ 46.40	$ 48.72	$ 51.16	$ 53.72	$ 56.40	$ 59.22	$ 62.18
ASSISTANT TO THE CITY MANAGER	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CHIEF CITY CLERK	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27
COMMUNITY DEVELOPMENT DIRECTOR	UNREPRESENTED	$ 139,764	$ 146,760	$ 154,092	$ 161,796	$ 169,884	$ 178,380	$ 187,308
		$ 11,647	$ 12,230	$ 12,841	$ 13,483	$ 14,157	$ 14,865	$ 15,609
		$ 67.19	$ 70.56	$ 74.08	$ 77.79	$ 81.68	$ 85.76	$ 90.05
COMMUNITY SERVICES DIRECTOR	UNREPRESENTED	$ 136,284	$ 143,100	$ 150,252	$ 157,764	$ 165,648	$ 173,928	$ 182,628
		$ 11,357	$ 11,925	$ 12,521	$ 13,147	$ 13,804	$ 14,494	$ 15,219
		$ 65.52	$ 68.80	$ 72.24	$ 75.85	$ 79.64	$ 83.62	$ 87.80
COMMUNITY SERVICES SUPERVISOR	UNREPRESENTED	$ 66,984	$ 70,332	$ 73,848	$ 77,544	$ 81,420	$ 85,488	$ 89,772
		$ 5,582	$ 5,861	$ 6,154	$ 6,462	$ 6,785	$ 7,124	$ 7,481
		$ 32.20	$ 33.81	$ 35.50	$ 37.28	$ 39.14	$ 41.10	$ 43.16
DEPUTY CITY MANAGER	UNREPRESENTED	$ 145,236	$ 152,496	$ 160,128	$ 168,132	$ 176,532	$ 185,364	$ 194,628
		$ 12,103	$ 12,708	$ 13,344	$ 14,011	$ 14,711	$ 15,447	$ 16,219
		$ 69.83	$ 73.32	$ 76.98	$ 80.83	$ 84.87	$ 89.12	$ 93.57
DEPUTY COMMUNITY DEVELOPMENT DIRECTOR	UNREPRESENTED	$ 110,784	$ 116,316	$ 122,136	$ 128,244	$ 134,652	$ 141,384	$ 148,452
		$ 9,232	$ 9,693	$ 10,178	$ 10,687	$ 11,221	$ 11,782	$ 12,371
		$ 53.26	$ 55.92	$ 58.72	$ 61.66	$ 64.74	$ 67.97	$ 71.37
DEPUTY COMMUNITY SERVICES DIRECTOR	UNREPRESENTED	$ 105,240	$ 110,508	$ 116,028	$ 121,836	$ 127,932	$ 134,328	$ 141,036
		$ 8,770	$ 9,209	$ 9,669	$ 10,153	$ 10,661	$ 11,194	$ 11,753
		$ 50.60	$ 53.13	$ 55.78	$ 58.58	$ 61.51	$ 64.58	$ 67.81
DEPUTY DIRECTOR OF PUBLIC WORKS	UNREPRESENTED	$ 114,288	$ 120,000	$ 126,000	$ 132,300	$ 138,912	$ 145,860	$ 153,156
		$ 9,524	$ 10,000	$ 10,500	$ 11,025	$ 11,576	$ 12,155	$ 12,763
		$ 54.95	$ 57.69	$ 60.58	$ 63.61	$ 66.78	$ 70.13	$ 73.63
DEPUTY FINANCE DIRECTOR/CONTROLLER	UNREPRESENTED	$ 110,784	$ 116,328	$ 122,148	$ 128,256	$ 134,664	$ 141,396	$ 148,464
		$ 9,232	$ 9,694	$ 10,179	$ 10,688	$ 11,222	$ 11,783	$ 12,372
		$ 53.26	$ 55.93	$ 58.73	$ 61.66	$ 64.74	$ 67.98	$ 71.38
DEPUTY FIRE CHIEF	UNREPRESENTED	$ 133,908	$ 140,604	$ 147,636	$ 155,016	$ 162,768	$ 170,904	$ 179,448
		$ 11,159	$ 11,717	$ 12,303	$ 12,918	$ 13,564	$ 14,242	$ 14,954
		$ 64.38	$ 67.60	$ 70.98	$ 74.53	$ 78.25	$ 82.17	$ 86.27
DEPUTY POLICE CHIEF	UNREPRESENTED	$ 149,484	$ 156,960	$ 164,808	$ 173,052	$ 181,704	$ 190,788	$ 200,328
		$ 12,457	$ 13,080	$ 13,734	$ 14,421	$ 15,142	$ 15,899	$ 16,694
		$ 71.87	$ 75.46	$ 79.23	$ 83.20	$ 87.36	$ 91.73	$ 96.31
ENVIRONMENTAL & SUSTAINABILITY MANAGER	UNREPRESENTED	$ 95,112	$ 99,864	$ 104,856	$ 110,100	$ 115,608	$ 121,392	$ 127,452
		$ 7,926	$ 8,322	$ 8,738	$ 9,175	$ 9,634	$ 10,116	$ 10,621
		$ 45.73	$ 48.01	$ 50.41	$ 52.93	$ 55.58	$ 58.36	$ 61.28

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
EXECUTIVE ASSISTANT	UNREPRESENTED	$ 72,564	$ 76,188	$ 79,992	$ 84,000	$ 88,200	$ 92,604	$ 97,236
		$ 6,047	$ 6,349	$ 6,666	$ 7,000	$ 7,350	$ 7,717	$ 8,103
		$ 34.89	$ 36.63	$ 38.46	$ 40.38	$ 42.40	$ 44.52	$ 46.75
FINANCE DIRECTOR	UNREPRESENTED	$ 154,260	$ 161,976	$ 170,076	$ 178,584	$ 187,512	$ 196,884	$ 206,724
		$ 12,855	$ 13,498	$ 14,173	$ 14,882	$ 15,626	$ 16,407	$ 17,227
		$ 74.16	$ 77.87	$ 81.77	$ 85.86	$ 90.15	$ 94.66	$ 99.39
FINANCE MANAGER	UNREPRESENTED	$ 101,004	$ 106,056	$ 111,360	$ 116,928	$ 122,772	$ 128,916	$ 135,360
		$ 8,417	$ 8,838	$ 9,280	$ 9,744	$ 10,231	$ 10,743	$ 11,280
		$ 48.56	$ 50.99	$ 53.54	$ 56.22	$ 59.03	$ 61.98	$ 65.08
FIRE CHIEF	UNREPRESENTED	$ 166,500	$ 174,828	$ 183,564	$ 192,744	$ 202,380	$ 212,508	$ 223,128
		$ 13,875	$ 14,569	$ 15,297	$ 16,062	$ 16,865	$ 17,709	$ 18,594
		$ 80.05	$ 84.05	$ 88.25	$ 92.67	$ 97.30	$ 102.17	$ 107.27
FIRE DIVISION CHIEF	UNREPRESENTED	$ 121,944	$ 128,052	$ 134,448	$ 141,168	$ 148,236	$ 155,640	$ 163,428
		$ 10,162	$ 10,671	$ 11,204	$ 11,764	$ 12,353	$ 12,970	$ 13,619
		$ 41.88	$ 43.97	$ 46.17	$ 48.48	$ 50.91	$ 53.45	$ 56.12
HUMAN RESOURCES & RISK MANAGER	UNREPRESENTED	$ 118,812	$ 124,752	$ 130,992	$ 137,544	$ 144,420	$ 151,644	$ 159,228
		$ 9,901	$ 10,396	$ 10,916	$ 11,462	$ 12,035	$ 12,637	$ 13,269
		$ 57.12	$ 59.98	$ 62.98	$ 66.13	$ 69.43	$ 72.91	$ 76.55
LIBRARY DIRECTOR	UNREPRESENTED	$ 129,984	$ 136,488	$ 143,316	$ 150,480	$ 158,004	$ 165,900	$ 174,192
		$ 10,832	$ 11,374	$ 11,943	$ 12,540	$ 13,167	$ 13,825	$ 14,516
		$ 62.49	$ 65.62	$ 68.90	$ 72.35	$ 75.96	$ 79.76	$ 83.75
MANAGEMENT SERVICES DIRECTOR	UNREPRESENTED	$ 139,764	$ 146,760	$ 154,104	$ 161,796	$ 169,896	$ 178,392	$ 187,308
		$ 11,647	$ 12,230	$ 12,842	$ 13,483	$ 14,158	$ 14,866	$ 15,609
		$ 67.19	$ 70.56	$ 74.09	$ 77.79	$ 81.68	$ 85.77	$ 90.05
PLANNING MANAGER	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27
POLICE CHIEF	UNREPRESENTED	$ 166,500	$ 174,828	$ 183,564	$ 192,744	$ 202,380	$ 212,496	$ 223,128
		$ 13,875	$ 14,569	$ 15,297	$ 16,062	$ 16,865	$ 17,708	$ 18,594
		$ 80.05	$ 84.05	$ 88.25	$ 92.67	$ 97.30	$ 102.16	$ 107.27
POLICE LIEUTENANT	UNREPRESENTED	$ 111,600	$ 117,180	$ 123,048	$ 129,192	$ 135,660	$ 142,440	$ 149,556
		$ 9,300	$ 9,765	$ 10,254	$ 10,766	$ 11,305	$ 11,870	$ 12,463
		$ 53.65	$ 56.34	$ 59.16	$ 62.11	$ 65.22	$ 68.48	$ 71.90
PRINCIPAL ENGINEER	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
PRINCIPAL MANAGEMENT ANALYST	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27
PUBLIC WORKS DIRECTOR	UNREPRESENTED	$ 139,764	$ 146,760	$ 154,092	$ 161,796	$ 169,884	$ 178,380	$ 187,308
		$ 11,647	$ 12,230	$ 12,841	$ 13,483	$ 14,157	$ 14,865	$ 15,609
		$ 67.19	$ 70.56	$ 74.08	$ 77.79	$ 81.68	$ 85.76	$ 90.05
PUBLIC WORKS OPERATION MANAGER	UNREPRESENTED	$ 95,112	$ 99,864	$ 104,856	$ 110,100	$ 115,608	$ 121,392	$ 127,452
		$ 7,926	$ 8,322	$ 8,738	$ 9,175	$ 9,634	$ 10,116	$ 10,621
		$ 45.73	$ 48.01	$ 50.41	$ 52.93	$ 55.58	$ 58.36	$ 61.28
SENIOR CIVIL ENGINEER	UNREPRESENTED	$ 91,368	$ 95,940	$ 100,740	$ 105,780	$ 111,060	$ 116,616	$ 122,448
		$ 7,614	$ 7,995	$ 8,395	$ 8,815	$ 9,255	$ 9,718	$ 10,204
		$ 43.93	$ 46.13	$ 48.43	$ 50.86	$ 53.39	$ 56.07	$ 58.87
SENIOR HUMAN RESOURCES ANALYST	UNREPRESENTED	$ 77,340	$ 81,204	$ 85,260	$ 89,532	$ 94,008	$ 98,700	$ 103,644
		$ 6,445	$ 6,767	$ 7,105	$ 7,461	$ 7,834	$ 8,225	$ 8,637
		$ 37.18	$ 39.04	$ 40.99	$ 43.04	$ 45.20	$ 47.45	$ 49.83
SENIOR MANAGEMENT ANALYST	UNREPRESENTED	$ 77,340	$ 81,204	$ 85,260	$ 89,532	$ 94,008	$ 98,700	$ 103,644
		$ 6,445	$ 6,767	$ 7,105	$ 7,461	$ 7,834	$ 8,225	$ 8,637
		$ 37.18	$ 39.04	$ 40.99	$ 43.04	$ 45.20	$ 47.45	$ 49.83
TRANSPORTATION PROGRAM MANAGER	UNREPRESENTED	$ 91,368	$ 95,940	$ 100,728	$ 105,768	$ 111,060	$ 116,616	$ 122,436
		$ 7,614	$ 7,995	$ 8,394	$ 8,814	$ 9,255	$ 9,718	$ 10,203
		$ 43.93	$ 46.13	$ 48.43	$ 50.85	$ 53.39	$ 56.07	$ 58.86
WATER OPERATIONS MANAGER	UNREPRESENTED	$ 102,084	$ 107,196	$ 112,548	$ 118,176	$ 124,092	$ 130,296	$ 136,800
		$ 8,507	$ 8,933	$ 9,379	$ 9,848	$ 10,341	$ 10,858	$ 11,400
		$ 49.08	$ 51.54	$ 54.11	$ 56.82	$ 59.66	$ 62.64	$ 65.77
FIRE CAPTAIN	FFA	$ 111,624	$ 117,204	$ 123,072	$ 129,228	$ 135,684		
		$ 9,302	$ 9,767	$ 10,256	$ 10,769	$ 11,307		
		$ 38.33	$ 40.25	$ 42.26	$ 44.38	$ 46.59		
FIREFIGHTER/PARAMEDIC	FFA	$ 96,180	$ 100,992	$ 106,044	$ 111,348	$ 116,916		
		$ 8,015	$ 8,416	$ 8,837	$ 9,279	$ 9,743		
		$ 33.03	$ 34.68	$ 36.42	$ 38.24	$ 40.15		
FIRE ENGINEER	FFA	$ 91,944	$ 96,540	$ 101,364	$ 106,428	$ 111,756	$ 117,336	
		$ 7,662	$ 8,045	$ 8,447	$ 8,869	$ 9,313	$ 9,778	
		$ 31.57	$ 33.15	$ 34.81	$ 36.55	$ 38.38	$ 40.29	
FIREFIGHTER	FFA	$ 72,960	$ 76,608	$ 80,448	$ 84,468	$ 88,692		
		$ 6,080	$ 6,384	$ 6,704	$ 7,039	$ 7,391		
		$ 25.05	$ 26.31	$ 27.63	$ 29.01	$ 30.46		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
FIRE INSPECTOR	FFA	$ 79,140	$ 83,100	$ 87,252	$ 91,620	$ 96,192		
		$ 6,595	$ 6,925	$ 7,271	$ 7,635	$ 8,016		
		$ 38.05	$ 39.95	$ 41.95	$ 44.05	$ 46.25		
POLICE SERGEANT	POA	$ 115,788	$ 121,572	$ 127,656	$ 134,040	$ 140,736		
		$ 9,649	$ 10,131	$ 10,638	$ 11,170	$ 11,728		
		$ 55.67	$ 58.45	$ 61.37	$ 64.44	$ 67.66		
POLICE CORPORAL	POA	$ 96,492	$ 101,328	$ 106,392	$ 111,708	$ 117,288		
		$ 8,041	$ 8,444	$ 8,866	$ 9,309	$ 9,774		
		$ 46.39	$ 48.72	$ 51.15	$ 53.71	$ 56.39		
POLICE OFFICER	POA	$ 87,720	$ 92,100	$ 96,708	$ 101,544	$ 106,620		
		$ 7,310	$ 7,675	$ 8,059	$ 8,462	$ 8,885		
		$ 42.17	$ 44.28	$ 46.49	$ 48.82	$ 51.26		
POLICE OFFICER RECRUIT	POA	$ 84,408	$ 88,620	$ 93,060	$ 97,704	$ 102,600		
		$ 7,034	$ 7,385	$ 7,755	$ 8,142	$ 8,550		
		$ 40.58	$ 42.61	$ 44.74	$ 46.97	$ 49.33		
POLICE ASSISTANT	POA	$ 59,088	$ 62,052	$ 65,148	$ 68,412	$ 71,832		
		$ 4,924	$ 5,171	$ 5,429	$ 5,701	$ 5,986		
		$ 28.41	$ 29.83	$ 31.32	$ 32.89	$ 34.53		
POLICE ASSISTANT II	POA	$ 65,004	$ 68,244	$ 71,664	$ 75,240	$ 79,008		
		$ 5,417	$ 5,687	$ 5,972	$ 6,270	$ 6,584		
		$ 31.25	$ 32.81	$ 34.45	$ 36.17	$ 37.98		
POLICE CLERK I	POA	$ 41,940	$ 44,040	$ 46,236	$ 48,552	$ 50,976		
		$ 3,495	$ 3,670	$ 3,853	$ 4,046	$ 4,248		
		$ 20.16	$ 21.17	$ 22.23	$ 23.34	$ 24.51		
POLICE CLERK II	POA	$ 48,096	$ 50,508	$ 53,028	$ 55,680	$ 58,464		
		$ 4,008	$ 4,209	$ 4,419	$ 4,640	$ 4,872		
		$ 23.12	$ 24.28	$ 25.49	$ 26.77	$ 28.11		
PARKING CONTROL OFFICER	POA	$ 51,408	$ 53,976	$ 56,676	$ 59,508	$ 62,484		
		$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207		
		$ 24.72	$ 25.95	$ 27.25	$ 28.61	$ 30.04		
SENIOR CLERK	POA	$ 63,156	$ 66,312	$ 69,636	$ 73,104	$ 76,764		
		$ 5,263	$ 5,526	$ 5,803	$ 6,092	$ 6,397		
		$ 30.36	$ 31.88	$ 33.48	$ 35.15	$ 36.91		
PRINCIPAL MANAGEMENT ANALYST	PSEA-PT	$ 50.20	$ 52.71	$ 55.35	$ 58.11	$ 61.02		
SENIOR MANAGEMENT ANALYST	PSEA-PT	$ 40.99	$ 43.04	$ 45.19	$ 47.45	$ 49.82		
MANAGEMENT ANALYST	PSEA-PT	$ 35.45	$ 37.22	$ 39.08	$ 41.04	$ 43.09		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
COMMUNITY SERVICES COORDINATOR	PSEA-PT	$ 31.53	$ 33.11	$ 34.76	$ 36.50	$ 38.32		
MANAGEMENT ASSISTANT	PSEA-PT	$ 30.53	$ 32.06	$ 33.66	$ 35.34	$ 37.11		
REFERENCE LIBRARIAN	PSEA-PT	$ 33.41	$ 35.08	$ 36.83	$ 38.68	$ 40.61		
LIBRARIAN	PSEA-PT	$ 33.41	$ 35.08	$ 36.83	$ 38.68	$ 40.61		
MANAGEMENT AIDE	PSEA-PT	$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		
PROGRAM SPECIALIST	PSEA-PT	$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		
FILM LIAISON	PSEA-PT	$ 30.07	$ 31.57	$ 33.15	$ 34.81	$ 36.55		
MANAGEMENT INTERN (INCUMBENT)	PSEA-PT	$ 24.39	$ 25.61	$ 26.89	$ 28.23	$ 29.65		
MANAGEMENT INTERN (HIRED AFTER 11/5/14)	PSEA-PT	$ 24.39	$ 25.61	$ 26.89	--	--		
FIRE PREVENTION SPECIALIST	PSEA-PT	$ 23.66	$ 24.84	$ 26.09	$ 27.39	$ 28.76		
RECREATION CAMP DIRECTOR	PSEA-PT	$ 23.66	$ 24.84	$ 26.09	$ 27.39	$ 28.76		
MAINTENANCE ASSISTANT	PSEA-PT	$ 22.54	$ 23.67	$ 24.85	$ 26.09	$ 27.40		
LEAD TRANSPORTATION DRIVER	PSEA-PT	$ 22.54	$ 23.67	$ 24.85	$ 26.09	$ 27.40		
TRANSPORTATION DRIVER	PSEA-PT	$ 20.82	$ 21.86	$ 22.95	$ 24.10	$ 25.31		
RECREATION LEADER	PSEA-PT	$ 17.95	$ 18.85	$ 19.79	$ 20.78	$ 21.82		
SITE MANAGER	PSEA-PT	$ 17.95	$ 18.85	$ 19.79	$ 20.78	$ 21.82		
TYPIST CLERK II	PSEA-PT	$ 17.51	$ 18.39	$ 19.30	$ 20.27	$ 21.28		
PARKING CONTROL AIDE	PSEA-PT	$ 17.35	$ 18.22	$ 19.13	$ 20.08	$ 21.09		
INTERN (INCUMBENT)	PSEA-PT	$ 17.18	$ 18.04	$ 18.94	$ 19.89	$ 20.88		
INTERN (HIRED AFTER 11/5/14)	PSEA-PT	$ 17.18	$ 18.04	$ 18.94	--	--		
TYPIST CLERK I	PSEA-PT	$ 16.55	$ 17.38	$ 18.25	$ 19.16	$ 20.12		
POLICE CADET	PSEA-PT	$ 16.96	$ 17.81	$ 18.70	$ 19.63	$ 20.61		
ACCOUNTING CLERK	PSEA-PT	$ 16.94	$ 17.79	$ 18.68	$ 19.61	$ 20.59		
LIBRARY AIDE II	PSEA-PT	$ 16.78	$ 17.62	$ 18.50	$ 19.42	$ 20.40		
LIBRARY AIDE I	PSEA-PT	$ 16.32	$ 17.14	$ 17.99	$ 18.89	$ 19.84		
HIGH SCHOOL INTERN (INCUMBENT)	PSEA-PT	$ 16.32	$ 17.14	$ 17.99	$ 18.89	$ 19.84		
HIGH SCHOOL INTERN (HIRED AFTER 11/5/14)	PSEA-PT	$ 16.32	$ 17.14	$ 17.99	--	--		

Actual salary may differ due to rounding.

EXHIBIT B

CITY OF SOUTH PASADENA

SALARY SCHEDULE

Effective First Full Pay Period Following July 1, 2023

Amounts shown are annual, and monthly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CITY COUNCIL	N/A	$ 3,600	--	--	--	--	--	--
		$ 300	--	--	--	--	--	--
CITY TREASURER	N/A	$ 8,472	--	--	--	--	--	--
		$ 706	--	--	--	--	--	--

Amounts shown are annual, monthly, and hourly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CITY MANAGER[1]	N/A	$ 239,498	--	--	--	--	--	--
		$ 19,958	--	--	--	--	--	--
		$ 115.14	--	--	--	--	--	--

Amounts shown are annual, monthly, and hourly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
ACCOUNT CLERK	PSEA	$ 45,744	$ 48,031	$ 50,433	$ 52,954	$ 55,602		
		$ 3,812	$ 4,003	$ 4,203	$ 4,413	$ 4,634		
		$ 21.99	$ 23.09	$ 24.25	$ 25.46	$ 26.73		
ACCOUNTANT	PSEA	$ 68,916	$ 72,362	$ 75,980	$ 79,779	$ 83,768		
		$ 5,743	$ 6,030	$ 6,332	$ 6,648	$ 6,981		
		$ 33.13	$ 34.79	$ 36.53	$ 38.36	$ 40.27		
ACCOUNTING TECHNICIAN I	PSEA	$ 51,708	$ 54,293	$ 57,008	$ 59,858	$ 62,851		
		$ 4,309	$ 4,524	$ 4,751	$ 4,988	$ 5,238		
		$ 24.86	$ 26.10	$ 27.41	$ 28.78	$ 30.22		
ACCOUNTING TECHNICIAN II	PSEA	$ 57,420	$ 60,291	$ 63,306	$ 66,471	$ 69,794		
		$ 4,785	$ 5,024	$ 5,275	$ 5,539	$ 5,816		
		$ 27.61	$ 28.99	$ 30.44	$ 31.96	$ 33.55		
ADMINISTRATIVE SECRETARY	PSEA	$ 55,896	$ 58,691	$ 61,625	$ 64,707	$ 67,942		
		$ 4,658	$ 4,891	$ 5,135	$ 5,392	$ 5,662		
		$ 26.87	$ 28.22	$ 29.63	$ 31.11	$ 32.66		
ASSISTANT PLANNER	PSEA	$ 68,916	$ 72,362	$ 75,980	$ 79,779	$ 83,768		
		$ 5,743	$ 6,030	$ 6,332	$ 6,648	$ 6,981		
		$ 33.13	$ 34.79	$ 36.53	$ 38.36	$ 40.27		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
ASSOCIATE CIVIL ENGINEER	PSEA	$ 86,004	$ 90,304	$ 94,819	$ 99,560	$ 104,538		
		$ 7,167	$ 7,525	$ 7,902	$ 8,297	$ 8,712		
		$ 41.35	$ 43.42	$ 45.59	$ 47.87	$ 50.26		
ASSOCIATE PLANNER	PSEA	$ 76,416	$ 80,237	$ 84,249	$ 88,461	$ 92,884		
		$ 6,368	$ 6,686	$ 7,021	$ 7,372	$ 7,740		
		$ 36.74	$ 38.58	$ 40.50	$ 42.53	$ 44.66		
BUILDING MAINTENANCE WORKER	PSEA	$ 58,500	$ 61,425	$ 64,496	$ 67,721	$ 71,107		
		$ 4,875	$ 5,119	$ 5,375	$ 5,643	$ 5,926		
		$ 28.13	$ 29.53	$ 31.01	$ 32.56	$ 34.19		
CIVIL ENGINEERING ASSISTANT	PSEA	$ 72,744	$ 76,381	$ 80,200	$ 84,210	$ 88,421		
		$ 6,062	$ 6,365	$ 6,683	$ 7,018	$ 7,368		
		$ 34.97	$ 36.72	$ 38.56	$ 40.49	$ 42.51		
COMMUNITY IMPROVEMENT COORDINATOR	PSEA	$ 59,880	$ 62,874	$ 66,018	$ 69,319	$ 72,785		
		$ 4,990	$ 5,240	$ 5,501	$ 5,777	$ 6,065		
		$ 28.79	$ 30.23	$ 31.74	$ 33.33	$ 34.99		
COMMUNITY SERVICES COORDINATOR	PSEA	$ 61,320	$ 64,386	$ 67,605	$ 70,986	$ 74,535		
		$ 5,110	$ 5,366	$ 5,634	$ 5,915	$ 6,211		
		$ 29.48	$ 30.95	$ 32.50	$ 34.13	$ 35.83		
DEPUTY CITY CLERK	PSEA	$ 68,916	$ 72,362	$ 75,980	$ 79,779	$ 83,768		
		$ 5,743	$ 6,030	$ 6,332	$ 6,648	$ 6,981		
		$ 33.13	$ 34.79	$ 36.53	$ 38.36	$ 40.27		
ELECTRICIAN	PSEA	$ 64,584	$ 67,813	$ 71,204	$ 74,764	$ 78,502		
		$ 5,382	$ 5,651	$ 5,934	$ 6,230	$ 6,542		
		$ 31.05	$ 32.60	$ 34.23	$ 35.94	$ 37.74		
FACILITIES AND PARKS SUPERVISOR[3]	PSEA	$ 83,592	$ 87,772	$ 92,160	$ 96,768	$ 101,607		
		$ 6,966	$ 7,314	$ 7,680	$ 8,064	$ 8,467		
		$ 40.19	$ 42.20	$ 44.31	$ 46.52	$ 48.85		
FACILITIES MAINTENANCE SUPERVISOR	PSEA	$ 78,876	$ 82,820	$ 86,961	$ 91,309	$ 95,874		
		$ 6,573	$ 6,902	$ 7,247	$ 7,609	$ 7,990		
		$ 37.92	$ 39.82	$ 41.81	$ 43.90	$ 46.09		
FILM LIAISON	PSEA	$ 61,320	$ 64,386	$ 67,605	$ 70,986	$ 74,535		
		$ 5,110	$ 5,366	$ 5,634	$ 5,915	$ 6,211		
		$ 29.48	$ 30.95	$ 32.50	$ 34.13	$ 35.83		
GRANTS ANALYST	PSEA	$ 72,288	$ 75,902	$ 79,698	$ 83,682	$ 87,867		
		$ 6,024	$ 6,325	$ 6,641	$ 6,974	$ 7,322		
		$ 34.75	$ 36.49	$ 38.32	$ 40.23	$ 42.24		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
HUMAN RESOURCES ANALYST[2]	PSEA	$ 72,288	$ 75,902	$ 79,698	$ 83,682	$ 87,867		
		$ 6,024	$ 6,325	$ 6,641	$ 6,974	$ 7,322		
		$ 34.75	$ 36.49	$ 38.32	$ 40.23	$ 42.24		
LIBRARIAN	PSEA	$ 68,112	$ 71,518	$ 75,093	$ 78,848	$ 82,791		
		$ 5,676	$ 5,960	$ 6,258	$ 6,571	$ 6,899		
		$ 32.75	$ 34.38	$ 36.10	$ 37.91	$ 39.80		
LIBRARY ASSOCIATE	PSEA	$ 54,372	$ 57,091	$ 59,945	$ 62,942	$ 66,090		
		$ 4,531	$ 4,758	$ 4,995	$ 5,245	$ 5,507		
		$ 26.14	$ 27.45	$ 28.82	$ 30.26	$ 31.77		
LIBRARY CLERK I	PSEA	$ 42,456	$ 44,579	$ 46,808	$ 49,148	$ 51,606		
		$ 3,538	$ 3,715	$ 3,901	$ 4,096	$ 4,300		
		$ 20.41	$ 21.43	$ 22.50	$ 23.63	$ 24.81		
LIBRARY CLERK II	PSEA	$ 46,404	$ 48,724	$ 51,160	$ 53,718	$ 56,404		
		$ 3,867	$ 4,060	$ 4,263	$ 4,477	$ 4,700		
		$ 22.31	$ 23.43	$ 24.60	$ 25.83	$ 27.12		
LIBRARY DIGITAL SERVICES MANAGER	PSEA	$ 68,916	$ 72,362	$ 75,980	$ 79,779	$ 83,768		
		$ 5,743	$ 6,030	$ 6,332	$ 6,648	$ 6,981		
		$ 33.13	$ 34.79	$ 36.53	$ 38.36	$ 40.27		
LIBRARY PUBLIC SERVICES MANAGER	PSEA	$ 92,664	$ 97,297	$ 102,162	$ 107,270	$ 112,634		
		$ 7,722	$ 8,108	$ 8,514	$ 8,939	$ 9,386		
		$ 44.55	$ 46.78	$ 49.12	$ 51.57	$ 54.15		
LIBRARY SUPPORT SERVICES MANAGER	PSEA	$ 92,664	$ 97,297	$ 102,162	$ 107,270	$ 112,634		
		$ 7,722	$ 8,108	$ 8,514	$ 8,939	$ 9,386		
		$ 44.55	$ 46.78	$ 49.12	$ 51.57	$ 54.15		
LIBRARY TECHNICAL ASSISTANT	PSEA	$ 55,488	$ 58,262	$ 61,176	$ 64,234	$ 67,446		
		$ 4,624	$ 4,855	$ 5,098	$ 5,353	$ 5,621		
		$ 26.68	$ 28.01	$ 29.41	$ 30.88	$ 32.43		
MAINTENANCE WORKER I	PSEA	$ 46,932	$ 49,279	$ 51,743	$ 54,330	$ 57,046		
		$ 3,911	$ 4,107	$ 4,312	$ 4,527	$ 4,754		
		$ 22.56	$ 23.69	$ 24.88	$ 26.12	$ 27.43		
MAINTENANCE WORKER II	PSEA	$ 51,108	$ 53,663	$ 56,347	$ 59,164	$ 62,122		
		$ 4,259	$ 4,472	$ 4,696	$ 4,930	$ 5,177		
		$ 24.57	$ 25.80	$ 27.09	$ 28.44	$ 29.87		
MANAGEMENT AIDE	PSEA	$ 55,896	$ 58,691	$ 61,625	$ 64,707	$ 67,942		
		$ 4,658	$ 4,891	$ 5,135	$ 5,392	$ 5,662		
		$ 26.87	$ 28.22	$ 29.63	$ 31.11	$ 32.66		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
MANAGEMENT ANALYST	PSEA	$ 72,288	$ 75,902	$ 79,698	$ 83,682	$ 87,867		
		$ 6,024	$ 6,325	$ 6,641	$ 6,974	$ 7,322		
		$ 34.75	$ 36.49	$ 38.32	$ 40.23	$ 42.24		
MANAGEMENT ASSISTANT	PSEA	$ 61,320	$ 64,386	$ 67,605	$ 70,986	$ 74,535		
		$ 5,110	$ 5,366	$ 5,634	$ 5,915	$ 6,211		
		$ 29.48	$ 30.95	$ 32.50	$ 34.13	$ 35.83		
PARKS SUPERVISOR	PSEA	$ 74,232	$ 77,944	$ 81,841	$ 85,933	$ 90,229		
		$ 6,186	$ 6,495	$ 6,820	$ 7,161	$ 7,519		
		$ 35.69	$ 37.47	$ 39.35	$ 41.31	$ 43.38		
PERMIT COUNTER TECHNICIAN	PSEA	$ 51,216	$ 53,777	$ 56,466	$ 59,289	$ 62,253		
		$ 4,268	$ 4,481	$ 4,705	$ 4,941	$ 5,188		
		$ 24.62	$ 25.85	$ 27.15	$ 28.50	$ 29.93		
PROGRAM SPECIALIST	PSEA	$ 55,896	$ 58,691	$ 61,625	$ 64,707	$ 67,942		
		$ 4,658	$ 4,891	$ 5,135	$ 5,392	$ 5,662		
		$ 26.87	$ 28.22	$ 29.63	$ 31.11	$ 32.66		
PUBLIC WORKS ASSISTANT	PSEA	$ 71,736	$ 75,323	$ 79,089	$ 83,043	$ 87,196		
		$ 5,978	$ 6,277	$ 6,591	$ 6,920	$ 7,266		
		$ 34.49	$ 36.21	$ 38.02	$ 39.92	$ 41.92		
PUBLIC WORKS INSPECTOR	PSEA	$ 70,956	$ 74,504	$ 78,229	$ 82,140	$ 86,247		
		$ 5,913	$ 6,209	$ 6,519	$ 6,845	$ 7,187		
		$ 34.11	$ 35.82	$ 37.61	$ 39.49	$ 41.47		
SENIOR COMMUNITY IMPROVEMENT COORDINATOR	PSEA	$ 68,916	$ 72,362	$ 75,980	$ 79,779	$ 83,768		
		$ 5,743	$ 6,030	$ 6,332	$ 6,648	$ 6,981		
		$ 33.13	$ 34.79	$ 36.53	$ 38.36	$ 40.27		
SENIOR ELECTRICIAN	PSEA	$ 69,096	$ 72,551	$ 76,178	$ 79,987	$ 83,987		
		$ 5,758	$ 6,046	$ 6,348	$ 6,666	$ 6,999		
		$ 33.22	$ 34.88	$ 36.62	$ 38.46	$ 40.38		
SENIOR MAINTENANCE WORKER	PSEA	$ 60,900	$ 63,945	$ 67,142	$ 70,499	$ 74,024		
		$ 5,075	$ 5,329	$ 5,595	$ 5,875	$ 6,169		
		$ 29.28	$ 30.74	$ 32.28	$ 33.89	$ 35.59		
SENIOR PLANNER	PSEA	$ 88,944	$ 93,391	$ 98,061	$ 102,964	$ 108,112		
		$ 7,412	$ 7,783	$ 8,172	$ 8,580	$ 9,009		
		$ 42.76	$ 44.90	$ 47.14	$ 49.50	$ 51.98		
SENIOR WATER PRODUCTION/TREATMENT OPERATOR	PSEA	$ 61,752	$ 64,840	$ 68,082	$ 71,486	$ 75,060		
		$ 5,146	$ 5,403	$ 5,673	$ 5,957	$ 6,255		
		$ 29.69	$ 31.17	$ 32.73	$ 34.37	$ 36.09		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
SENIOR WATER UTILITY WORKER	PSEA	$ 62,484	$ 65,608	$ 68,889	$ 72,333	$ 75,950		
		$ 5,207	$ 5,467	$ 5,741	$ 6,028	$ 6,329		
		$ 30.04	$ 31.54	$ 33.12	$ 34.78	$ 36.51		
STREET SUPERVISOR	PSEA	$ 75,036	$ 78,788	$ 82,727	$ 86,864	$ 91,207		
		$ 6,253	$ 6,566	$ 6,894	$ 7,239	$ 7,601		
		$ 36.08	$ 37.88	$ 39.77	$ 41.76	$ 43.85		
TRANSPORTATION DRIVER	PSEA	$ 42,456	$ 44,579	$ 46,808	$ 49,148	$ 51,606		
		$ 3,538	$ 3,715	$ 3,901	$ 4,096	$ 4,300		
		$ 20.41	$ 21.43	$ 22.50	$ 23.63	$ 24.81		
WATER CONSERVATION ANALYST	PSEA	$ 72,288	$ 75,902	$ 79,698	$ 83,682	$ 87,867		
		$ 6,024	$ 6,325	$ 6,641	$ 6,974	$ 7,322		
		$ 34.75	$ 36.49	$ 38.32	$ 40.23	$ 42.24		
WATER OPERATIONS SUPERVISOR	PSEA	$ 85,008	$ 89,258	$ 93,721	$ 98,407	$ 103,328		
		$ 7,084	$ 7,438	$ 7,810	$ 8,201	$ 8,611		
		$ 40.87	$ 42.91	$ 45.06	$ 47.31	$ 49.68		
WATER PRODUCTION/TREATMENT OPERATOR	PSEA	$ 56,760	$ 59,598	$ 62,578	$ 65,707	$ 68,992		
		$ 4,730	$ 4,967	$ 5,215	$ 5,476	$ 5,749		
		$ 27.29	$ 28.65	$ 30.09	$ 31.59	$ 33.17		
WATER UTILITY WORKER I	PSEA	$ 49,644	$ 52,126	$ 54,733	$ 57,469	$ 60,343		
		$ 4,137	$ 4,344	$ 4,561	$ 4,789	$ 5,029		
		$ 23.87	$ 25.06	$ 26.31	$ 27.63	$ 29.01		
WATER UTILITY WORKER II	PSEA	$ 55,476	$ 58,250	$ 61,162	$ 64,220	$ 67,431		
		$ 4,623	$ 4,854	$ 5,097	$ 5,352	$ 5,619		
		$ 26.67	$ 28.00	$ 29.40	$ 30.88	$ 32.42		
ACCOUNTING MANAGER	UNREPRESENTED	$ 88,428	$ 92,849	$ 97,492	$ 102,366	$ 107,485	$ 112,859	$ 118,502
		$ 7,369	$ 7,737	$ 8,124	$ 8,531	$ 8,957	$ 9,405	$ 9,875
		$ 42.51	$ 44.64	$ 46.87	$ 49.21	$ 51.68	$ 54.26	$ 56.97
ASSISTANT CITY MANAGER	UNREPRESENTED	$ 148,656	$ 156,089	$ 163,893	$ 172,088	$ 180,692	$ 189,727	$ 199,213
		$ 12,388	$ 13,007	$ 13,658	$ 14,341	$ 15,058	$ 15,811	$ 16,601
		$ 71.47	$ 75.04	$ 78.79	$ 82.73	$ 86.87	$ 91.21	$ 95.78
ASSISTANT LIBRARY DIRECTOR	UNREPRESENTED	$ 94,620	$ 99,351	$ 104,319	$ 109,534	$ 115,011	$ 120,762	$ 126,800
		$ 7,885	$ 8,279	$ 8,693	$ 9,128	$ 9,584	$ 10,063	$ 10,567
		$ 45.49	$ 47.76	$ 50.15	$ 52.66	$ 55.29	$ 58.06	$ 60.96
ASSISTANT TO THE CITY MANAGER	UNREPRESENTED	$ 102,360	$ 107,478	$ 112,852	$ 118,494	$ 124,419	$ 130,640	$ 137,172
		$ 8,530	$ 8,957	$ 9,404	$ 9,875	$ 10,368	$ 10,887	$ 11,431
		$ 49.21	$ 51.67	$ 54.26	$ 56.97	$ 59.82	$ 62.81	$ 65.95

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CHIEF CITY CLERK	UNREPRESENTED	$ 102,360	$ 107,478	$ 112,852	$ 118,494	$ 124,419	$ 130,640	$ 137,172
		$ 8,530	$ 8,957	$ 9,404	$ 9,875	$ 10,368	$ 10,887	$ 11,431
		$ 49.21	$ 51.67	$ 54.26	$ 56.97	$ 59.82	$ 62.81	$ 65.95
COMMUNITY DEVELOPMENT DIRECTOR	UNREPRESENTED	$ 137,028	$ 143,879	$ 151,073	$ 158,627	$ 166,558	$ 174,886	$ 183,631
		$ 11,419	$ 11,990	$ 12,589	$ 13,219	$ 13,880	$ 14,574	$ 15,303
		$ 65.88	$ 69.17	$ 72.63	$ 76.26	$ 80.08	$ 84.08	$ 88.28
COMMUNITY SERVICES DIRECTOR	UNREPRESENTED	$ 133,608	$ 140,288	$ 147,303	$ 154,668	$ 162,401	$ 170,521	$ 179,047
		$ 11,134	$ 11,691	$ 12,275	$ 12,889	$ 13,533	$ 14,210	$ 14,921
		$ 64.23	$ 67.45	$ 70.82	$ 74.36	$ 78.08	$ 81.98	$ 86.08
COMMUNITY SERVICES SUPERVISOR	UNREPRESENTED	$ 65,676	$ 68,960	$ 72,408	$ 76,028	$ 79,830	$ 83,821	$ 88,012
		$ 5,473	$ 5,747	$ 6,034	$ 6,336	$ 6,652	$ 6,985	$ 7,334
		$ 31.58	$ 33.15	$ 34.81	$ 36.55	$ 38.38	$ 40.30	$ 42.31
DEPUTY CITY MANAGER	UNREPRESENTED	$ 142,392	$ 149,512	$ 156,987	$ 164,837	$ 173,078	$ 181,732	$ 190,819
		$ 11,866	$ 12,459	$ 13,082	$ 13,736	$ 14,423	$ 15,144	$ 15,902
		$ 68.46	$ 71.88	$ 75.47	$ 79.25	$ 83.21	$ 87.37	$ 91.74
DEPUTY COMMUNITY DEVELOPMENT DIRECTOR	UNREPRESENTED	$ 108,612	$ 114,043	$ 119,745	$ 125,732	$ 132,019	$ 138,619	$ 145,550
		$ 9,051	$ 9,504	$ 9,979	$ 10,478	$ 11,002	$ 11,552	$ 12,129
		$ 52.22	$ 54.83	$ 57.57	$ 60.45	$ 63.47	$ 66.64	$ 69.98
DEPUTY COMMUNITY SERVICES DIRECTOR	UNREPRESENTED	$ 103,188	$ 108,347	$ 113,765	$ 119,453	$ 125,426	$ 131,697	$ 138,282
		$ 8,599	$ 9,029	$ 9,480	$ 9,954	$ 10,452	$ 10,975	$ 11,523
		$ 49.61	$ 52.09	$ 54.69	$ 57.43	$ 60.30	$ 63.32	$ 66.48
DEPUTY DIRECTOR OF PUBLIC WORKS	UNREPRESENTED	$ 112,044	$ 117,646	$ 123,529	$ 129,705	$ 136,190	$ 143,000	$ 150,150
		$ 9,337	$ 9,804	$ 10,294	$ 10,809	$ 11,349	$ 11,917	$ 12,512
		$ 53.87	$ 56.56	$ 59.39	$ 62.36	$ 65.48	$ 68.75	$ 72.19
DEPUTY FINANCE DIRECTOR/CONTROLLER	UNREPRESENTED	$ 108,612	$ 114,043	$ 119,745	$ 125,732	$ 132,019	$ 138,619	$ 145,550
		$ 9,051	$ 9,504	$ 9,979	$ 10,478	$ 11,002	$ 11,552	$ 12,129
		$ 52.22	$ 54.83	$ 57.57	$ 60.45	$ 63.47	$ 66.64	$ 69.98
DEPUTY FIRE CHIEF	UNREPRESENTED	$ 131,280	$ 137,844	$ 144,736	$ 151,973	$ 159,572	$ 167,550	$ 175,928
		$ 10,940	$ 11,487	$ 12,061	$ 12,664	$ 13,298	$ 13,963	$ 14,661
		$ 63.12	$ 66.27	$ 69.58	$ 73.06	$ 76.72	$ 80.55	$ 84.58
DEPUTY POLICE CHIEF	UNREPRESENTED	$ 146,556	$ 153,884	$ 161,578	$ 169,657	$ 178,140	$ 187,047	$ 196,399
		$ 12,213	$ 12,824	$ 13,465	$ 14,138	$ 14,845	$ 15,587	$ 16,367
		$ 70.46	$ 73.98	$ 77.68	$ 81.57	$ 85.64	$ 89.93	$ 94.42
ENVIRONMENTAL & SUSTAINABILITY MANAGER	UNREPRESENTED	$ 93,240	$ 97,902	$ 102,797	$ 107,937	$ 113,334	$ 119,000	$ 124,951
		$ 7,770	$ 8,159	$ 8,566	$ 8,995	$ 9,444	$ 9,917	$ 10,413
		$ 44.83	$ 47.07	$ 49.42	$ 51.89	$ 54.49	$ 57.21	$ 60.07

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
EXECUTIVE ASSISTANT	UNREPRESENTED	$ 71,136	$ 74,693	$ 78,427	$ 82,349	$ 86,466	$ 90,790	$ 95,329
		$ 5,928	$ 6,224	$ 6,536	$ 6,862	$ 7,206	$ 7,566	$ 7,944
		$ 34.20	$ 35.91	$ 37.71	$ 39.59	$ 41.57	$ 43.65	$ 45.83
FINANCE DIRECTOR	UNREPRESENTED	$ 151,236	$ 158,798	$ 166,738	$ 175,075	$ 183,828	$ 193,020	$ 202,671
		$ 12,603	$ 13,233	$ 13,895	$ 14,590	$ 15,319	$ 16,085	$ 16,889
		$ 72.71	$ 76.35	$ 80.16	$ 84.17	$ 88.38	$ 92.80	$ 97.44
FINANCE MANAGER	UNREPRESENTED	$ 99,024	$ 103,975	$ 109,174	$ 114,633	$ 120,364	$ 126,383	$ 132,702
		$ 8,252	$ 8,665	$ 9,098	$ 9,553	$ 10,030	$ 10,532	$ 11,058
		$ 47.61	$ 49.99	$ 52.49	$ 55.11	$ 57.87	$ 60.76	$ 63.80
FIRE CHIEF	UNREPRESENTED	$ 163,236	$ 171,398	$ 179,968	$ 188,966	$ 198,414	$ 208,335	$ 218,752
		$ 13,603	$ 14,283	$ 14,997	$ 15,747	$ 16,535	$ 17,361	$ 18,229
		$ 78.48	$ 82.40	$ 86.52	$ 90.85	$ 95.39	$ 100.16	$ 105.17
FIRE DIVISION CHIEF	UNREPRESENTED	$ 119,556	$ 125,534	$ 131,810	$ 138,401	$ 145,321	$ 152,587	$ 160,216
		$ 9,963	$ 10,461	$ 10,984	$ 11,533	$ 12,110	$ 12,716	$ 13,351
		$ 41.06	$ 43.11	$ 45.26	$ 47.53	$ 49.90	$ 52.40	$ 55.02
HUMAN RESOURCES & RISK MANAGER	UNREPRESENTED	$ 116,484	$ 122,308	$ 128,424	$ 134,845	$ 141,587	$ 148,666	$ 156,100
		$ 9,707	$ 10,192	$ 10,702	$ 11,237	$ 11,799	$ 12,389	$ 13,008
		$ 56.00	$ 58.80	$ 61.74	$ 64.83	$ 68.07	$ 71.47	$ 75.05
LIBRARY DIRECTOR	UNREPRESENTED	$ 127,440	$ 133,812	$ 140,503	$ 147,528	$ 154,904	$ 162,649	$ 170,782
		$ 10,620	$ 11,151	$ 11,709	$ 12,294	$ 12,909	$ 13,554	$ 14,232
		$ 61.27	$ 64.33	$ 67.55	$ 70.93	$ 74.47	$ 78.20	$ 82.11
MANAGEMENT SERVICES DIRECTOR	UNREPRESENTED	$ 137,028	$ 143,879	$ 151,073	$ 158,627	$ 166,558	$ 174,886	$ 183,631
		$ 11,419	$ 11,990	$ 12,589	$ 13,219	$ 13,880	$ 14,574	$ 15,303
		$ 65.88	$ 69.17	$ 72.63	$ 76.26	$ 80.08	$ 84.08	$ 88.28
PLANNING MANAGER	UNREPRESENTED	$ 102,360	$ 107,478	$ 112,852	$ 118,494	$ 124,419	$ 130,640	$ 137,172
		$ 8,530	$ 8,957	$ 9,404	$ 9,875	$ 10,368	$ 10,887	$ 11,431
		$ 49.21	$ 51.67	$ 54.26	$ 56.97	$ 59.82	$ 62.81	$ 65.95
POLICE CHIEF	UNREPRESENTED	$ 163,236	$ 171,398	$ 179,968	$ 188,966	$ 198,414	$ 208,335	$ 218,752
		$ 13,603	$ 14,283	$ 14,997	$ 15,747	$ 16,535	$ 17,361	$ 18,229
		$ 78.48	$ 82.40	$ 86.52	$ 90.85	$ 95.39	$ 100.16	$ 105.17
POLICE LIEUTENANT	UNREPRESENTED	$ 109,416	$ 114,887	$ 120,631	$ 126,663	$ 132,996	$ 139,646	$ 146,628
		$ 9,118	$ 9,574	$ 10,053	$ 10,555	$ 11,083	$ 11,637	$ 12,219
		$ 52.60	$ 55.23	$ 58.00	$ 60.90	$ 63.94	$ 67.14	$ 70.49
PRINCIPAL ENGINEER[2]	UNREPRESENTED	$ 102,360	$ 107,478	$ 112,852	$ 118,494	$ 124,419	$ 130,640	$ 137,172
		$ 8,530	$ 8,957	$ 9,404	$ 9,875	$ 10,368	$ 10,887	$ 11,431
		$ 49.21	$ 51.67	$ 54.26	$ 56.97	$ 59.82	$ 62.81	$ 65.95

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
PRINCIPAL MANAGEMENT ANALYST	UNREPRESENTED	$ 102,360	$ 107,478	$ 112,852	$ 118,494	$ 124,419	$ 130,640	$ 137,172
		$ 8,530	$ 8,957	$ 9,404	$ 9,875	$ 10,368	$ 10,887	$ 11,431
		$ 49.21	$ 51.67	$ 54.26	$ 56.97	$ 59.82	$ 62.81	$ 65.95
PUBLIC WORKS DIRECTOR	UNREPRESENTED	$ 137,028	$ 143,879	$ 151,073	$ 158,627	$ 166,558	$ 174,886	$ 183,631
		$ 11,419	$ 11,990	$ 12,589	$ 13,219	$ 13,880	$ 14,574	$ 15,303
		$ 65.88	$ 69.17	$ 72.63	$ 76.26	$ 80.08	$ 84.08	$ 88.28
PUBLIC WORKS OPERATION MANAGER	UNREPRESENTED	$ 93,240	$ 97,902	$ 102,797	$ 107,937	$ 113,334	$ 119,000	$ 124,951
		$ 7,770	$ 8,159	$ 8,566	$ 8,995	$ 9,444	$ 9,917	$ 10,413
		$ 44.83	$ 47.07	$ 49.42	$ 51.89	$ 54.49	$ 57.21	$ 60.07
SENIOR CIVIL ENGINEER	UNREPRESENTED	$ 89,580	$ 94,059	$ 98,762	$ 103,700	$ 108,885	$ 114,329	$ 120,046
		$ 7,465	$ 7,838	$ 8,230	$ 8,642	$ 9,074	$ 9,527	$ 10,004
		$ 43.07	$ 45.22	$ 47.48	$ 49.86	$ 52.35	$ 54.97	$ 57.71
SENIOR HUMAN RESOURCES ANALYST[2]	UNREPRESENTED	$ 75,816	$ 79,607	$ 83,587	$ 87,766	$ 92,155	$ 96,763	$ 101,601
		$ 6,318	$ 6,634	$ 6,966	$ 7,314	$ 7,680	$ 8,064	$ 8,467
		$ 36.45	$ 38.27	$ 40.19	$ 42.20	$ 44.31	$ 46.52	$ 48.85
SENIOR MANAGEMENT ANALYST[2]	UNREPRESENTED	$ 75,816	$ 79,607	$ 83,587	$ 87,766	$ 92,155	$ 96,763	$ 101,601
		$ 6,318	$ 6,634	$ 6,966	$ 7,314	$ 7,680	$ 8,064	$ 8,467
		$ 36.45	$ 38.27	$ 40.19	$ 42.20	$ 44.31	$ 46.52	$ 48.85
TRANSPORTATION PROGRAM MANAGER	UNREPRESENTED	$ 89,580	$ 94,059	$ 98,762	$ 103,700	$ 108,885	$ 114,329	$ 120,046
		$ 7,465	$ 7,838	$ 8,230	$ 8,642	$ 9,074	$ 9,527	$ 10,004
		$ 43.07	$ 45.22	$ 47.48	$ 49.86	$ 52.35	$ 54.97	$ 57.71
WATER OPERATIONS MANAGER	UNREPRESENTED	$ 100,080	$ 105,084	$ 110,338	$ 115,855	$ 121,648	$ 127,730	$ 134,117
		$ 8,340	$ 8,757	$ 9,195	$ 9,655	$ 10,137	$ 10,644	$ 11,176
		$ 48.12	$ 50.52	$ 53.05	$ 55.70	$ 58.48	$ 61.41	$ 64.48
FIRE CAPTAIN	FFA	$ 107,340	$ 112,707	$ 118,342	$ 124,259	$ 130,472		
		$ 8,945	$ 9,392	$ 9,862	$ 10,355	$ 10,873		
		$ 36.86	$ 38.70	$ 40.64	$ 42.67	$ 44.81		
FIREFIGHTER/PARAMEDIC	FFA	$ 92,484	$ 97,108	$ 101,964	$ 107,062	$ 112,415		
		$ 7,707	$ 8,092	$ 8,497	$ 8,922	$ 9,368		
		$ 31.76	$ 33.35	$ 35.01	$ 36.77	$ 38.60		
FIRE ENGINEER	FFA	$ 88,404	$ 92,824	$ 97,465	$ 102,339	$ 107,456	$ 112,828	
		$ 7,367	$ 7,735	$ 8,122	$ 8,528	$ 8,955	$ 9,402	
		$ 30.36	$ 31.88	$ 33.47	$ 35.14	$ 36.90	$ 38.75	
FIREFIGHTER	FFA	$ 70,164	$ 73,672	$ 77,356	$ 81,224	$ 85,285		
		$ 5,847	$ 6,139	$ 6,446	$ 6,769	$ 7,107		
		$ 24.09	$ 25.30	$ 26.56	$ 27.89	$ 29.29		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
FIRE INSPECTOR	FFA	$ 77,592	$ 81,472	$ 85,545	$ 89,822	$ 94,314		
		$ 6,466	$ 6,789	$ 7,129	$ 7,485	$ 7,859		
		$ 37.30	$ 39.17	$ 41.13	$ 43.18	$ 45.34		
POLICE SERGEANT	POA	$ 111,336	$ 116,903	$ 122,748	$ 128,885	$ 135,330		
		$ 9,278	$ 9,742	$ 10,229	$ 10,740	$ 11,277		
		$ 53.53	$ 56.20	$ 59.01	$ 61.96	$ 65.06		
POLICE CORPORAL	POA	$ 92,784	$ 97,423	$ 102,294	$ 107,409	$ 112,780		
		$ 7,732	$ 8,119	$ 8,525	$ 8,951	$ 9,398		
		$ 44.61	$ 46.84	$ 49.18	$ 51.64	$ 54.22		
POLICE OFFICER	POA	$ 84,348	$ 88,565	$ 92,994	$ 97,643	$ 102,526		
		$ 7,029	$ 7,380	$ 7,749	$ 8,137	$ 8,544		
		$ 40.55	$ 42.58	$ 44.71	$ 46.94	$ 49.29		
POLICE OFFICER RECRUIT	POA	$ 81,948	$ 86,045	$ 90,348	$ 94,865	$ 99,608		
		$ 6,829	$ 7,170	$ 7,529	$ 7,905	$ 8,301		
		$ 39.40	$ 41.37	$ 43.44	$ 45.61	$ 47.89		
POLICE ASSISTANT	POA	$ 57,372	$ 60,241	$ 63,253	$ 66,415	$ 69,736		
		$ 4,781	$ 5,020	$ 5,271	$ 5,535	$ 5,811		
		$ 27.58	$ 28.96	$ 30.41	$ 31.93	$ 33.53		
POLICE ASSISTANT II	POA	$ 63,108	$ 66,263	$ 69,577	$ 73,055	$ 76,708		
		$ 5,259	$ 5,522	$ 5,798	$ 6,088	$ 6,392		
		$ 30.34	$ 31.86	$ 33.45	$ 35.12	$ 36.88		
POLICE CLERK I	POA	$ 40,716	$ 42,752	$ 44,889	$ 47,134	$ 49,491		
		$ 3,393	$ 3,563	$ 3,741	$ 3,928	$ 4,124		
		$ 19.58	$ 20.55	$ 21.58	$ 22.66	$ 23.79		
POLICE CLERK II	POA	$ 46,692	$ 49,027	$ 51,478	$ 54,052	$ 56,754		
		$ 3,891	$ 4,086	$ 4,290	$ 4,504	$ 4,730		
		$ 22.45	$ 23.57	$ 24.75	$ 25.99	$ 27.29		
PARKING CONTROL OFFICER	POA	$ 49,908	$ 52,403	$ 55,024	$ 57,775	$ 60,663		
		$ 4,159	$ 4,367	$ 4,585	$ 4,815	$ 5,055		
		$ 23.99	$ 25.19	$ 26.45	$ 27.78	$ 29.17		
SENIOR CLERK	POA	$ 61,320	$ 64,386	$ 67,605	$ 70,986	$ 74,535		
		$ 5,110	$ 5,366	$ 5,634	$ 5,915	$ 6,211		
		$ 29.48	$ 30.95	$ 32.50	$ 34.13	$ 35.83		
PRINCIPAL MANAGEMENT ANALYST[4]	PSEA-PT	$ 49.21	$ 51.67	$ 54.25	$ 56.97	$ 59.82		
MANAGEMENT ANALYST[4]	PSEA-PT	$ 34.75	$ 36.49	$ 38.31	$ 40.23	$ 42.24		
COMMUNITY IMPROVEMENT COORDINATOR[4]	PSEA-PT	$ 29.93	$ 31.43	$ 33.00	$ 34.65	$ 36.38		
COMMUNITY SERVICES COORDINATOR[4]	PSEA-PT	$ 30.91	$ 32.46	$ 34.08	$ 35.78	$ 37.57		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
MANAGEMENT ASSISTANT[4]	PSEA-PT	$ 29.93	$ 31.43	$ 33.00	$ 34.65	$ 36.38		
REFERENCE LIBRARIAN[4]	PSEA-PT	$ 32.75	$ 34.39	$ 36.11	$ 37.91	$ 39.81		
LIBRARIAN[4]	PSEA-PT	$ 32.75	$ 34.39	$ 36.11	$ 37.91	$ 39.81		
MANAGEMENT AIDE[4]	PSEA-PT	$ 26.87	$ 28.21	$ 29.62	$ 31.11	$ 32.66		
PROGRAM SPECIALIST[4]	PSEA-PT	$ 26.87	$ 28.21	$ 29.62	$ 31.11	$ 32.66		
FILM LIAISON[4]	PSEA-PT	$ 29.48	$ 30.95	$ 32.50	$ 34.13	$ 35.83		
MANAGEMENT INTERN (INCUMBENT)[4]	PSEA-PT	$ 23.92	$ 25.12	$ 26.37	$ 27.69	$ 29.07		
MANAGEMENT INTERN (HIRED AFTER 11/05/14)[4]	PSEA-PT	$ 23.92	$ 25.12	$ 26.37	--	--		
FIRE PREVENTION SPECIALIST[4]	PSEA-PT	$ 23.20	$ 24.36	$ 25.58	$ 26.86	$ 28.20		
RECREATION CAMP DIRECTOR[4]	PSEA-PT	$ 23.20	$ 24.36	$ 25.58	$ 26.86	$ 28.20		
MAINTENANCE ASSISTANT[4]	PSEA-PT	$ 22.09	$ 23.19	$ 24.35	$ 25.57	$ 26.85		
LEAD TRANSPORTATION DRIVER[4]	PSEA-PT	$ 22.09	$ 23.19	$ 24.35	$ 25.57	$ 26.85		
TRANSPORTATION DRIVER[4]	PSEA-PT	$ 20.41	$ 21.43	$ 22.50	$ 23.63	$ 24.81		
RECREATION LEADER[4]	PSEA-PT	$ 17.60	$ 18.48	$ 19.40	$ 20.37	$ 21.39		
SITE MANAGER[4]	PSEA-PT	$ 17.60	$ 18.48	$ 19.40	$ 20.37	$ 21.39		
TYPIST CLERK II[4]	PSEA-PT	$ 17.17	$ 18.03	$ 18.93	$ 19.88	$ 20.87		
PARKING CONTROL AIDE[4]	PSEA-PT	$ 17.01	$ 17.86	$ 18.75	$ 19.69	$ 20.68		
INTERN (INCUMBENT)[4]	PSEA-PT	$ 16.84	$ 17.68	$ 18.57	$ 19.49	$ 20.47		
INTERN (HIRED AFTER 11/05/14)[4]	PSEA-PT	$ 16.84	$ 17.68	$ 18.57	--	--		
TYPIST CLERK I[4]	PSEA-PT	$ 16.22	$ 17.03	$ 17.88	$ 18.78	$ 19.72		
POLICE CADET[4]	PSEA-PT	$ 16.62	$ 17.45	$ 18.32	$ 19.24	$ 20.20		
ACCOUNTING CLERK[4]	PSEA-PT	$ 16.60	$ 17.43	$ 18.30	$ 19.22	$ 20.18		
LIBRARY AIDE II[4]	PSEA-PT	$ 16.45	$ 17.27	$ 18.14	$ 19.04	$ 20.00		
LIBRARY AIDE I[4]	PSEA-PT	$ 16.00	$ 16.80	$ 17.64	$ 18.52	$ 19.45		
HIGH SCHOOL INTERN (INCUMBENT)[4]	PSEA-PT	$ 16.00	$ 16.80	$ 17.64	$ 18.52	$ 19.45		
HIGH SCHOOL INTERN (HIRED AFTER 11/05/14)[4]	PSEA-PT	$ 16.00	$ 16.80	$ 17.64	--	--		

Effective Date:

[1]07/19/2023

[2]08/16/2023

[3]09/06/2023

[4]01/17/2024 (Retroactive to 10/09/2023)

Actual salary may differ due to rounding.

CITY OF SOUTH PASADENA
SALARY SCHEDULE
Effective First Full Pay Period Following July 1, 2022

Amounts shown are annual, and monthly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CITY COUNCIL	N/A	$ 3,600	--	--	--	--	--	--
		$ 300	--	--	--	--	--	--
CITY TREASURER	N/A	$ 8,472	--	--	--	--	--	--
		$ 706	--	--	--	--	--	--

Amounts shown are annual, monthly, and hourly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CITY MANAGER[2]	N/A	$ 228,094	--	--	--	--	--	--
		$ 19,008	--	--	--	--	--	--
		$ 109.66	--	--	--	--	--	--

Amounts shown are annual, monthly, and hourly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
ACCOUNT CLERK	PSEA	$ 44,412	$ 46,632	$ 48,972	$ 51,420	$ 53,988		
		$ 3,701	$ 3,886	$ 4,081	$ 4,285	$ 4,499		
		$ 21.35	$ 22.42	$ 23.54	$ 24.72	$ 25.96		
ACCOUNTANT	PSEA	$ 66,900	$ 70,248	$ 73,764	$ 77,448	$ 81,324		
		$ 5,575	$ 5,854	$ 6,147	$ 6,454	$ 6,777		
		$ 32.16	$ 33.77	$ 35.46	$ 37.23	$ 39.10		
ACCOUNTING TECHNICIAN I	PSEA	$ 50,208	$ 52,716	$ 55,356	$ 58,116	$ 61,032		
		$ 4,184	$ 4,393	$ 4,613	$ 4,843	$ 5,086		
		$ 24.14	$ 25.34	$ 26.61	$ 27.94	$ 29.34		
ACCOUNTING TECHNICIAN II	PSEA	$ 55,752	$ 58,536	$ 61,464	$ 64,536	$ 67,764		
		$ 4,646	$ 4,878	$ 5,122	$ 5,378	$ 5,647		
		$ 26.80	$ 28.14	$ 29.55	$ 31.03	$ 32.58		
ADMINISTRATIVE SECRETARY	PSEA	$ 54,264	$ 56,976	$ 59,820	$ 62,820	$ 65,952		
		$ 4,522	$ 4,748	$ 4,985	$ 5,235	$ 5,496		
		$ 26.09	$ 27.39	$ 28.76	$ 30.20	$ 31.71		
ASSISTANT PLANNER	PSEA	$ 66,900	$ 70,248	$ 73,764	$ 77,448	$ 81,324		
		$ 5,575	$ 5,854	$ 6,147	$ 6,454	$ 6,777		
		$ 32.16	$ 33.77	$ 35.46	$ 37.23	$ 39.10		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
ASSOCIATE CIVIL ENGINEER	PSEA	$ 83,508	$ 87,684	$ 92,064	$ 96,660	$ 101,496		
		$ 6,959	$ 7,307	$ 7,672	$ 8,055	$ 8,458		
		$ 40.15	$ 42.16	$ 44.26	$ 46.47	$ 48.80		
ASSOCIATE PLANNER	PSEA	$ 74,196	$ 77,904	$ 81,804	$ 85,884	$ 90,180		
		$ 6,183	$ 6,492	$ 6,817	$ 7,157	$ 7,515		
		$ 35.67	$ 37.45	$ 39.33	$ 41.29	$ 43.36		
BUILDING MAINTENANCE WORKER	PSEA	$ 56,796	$ 59,640	$ 62,616	$ 65,748	$ 69,036		
		$ 4,733	$ 4,970	$ 5,218	$ 5,479	$ 5,753		
		$ 27.31	$ 28.67	$ 30.10	$ 31.61	$ 33.19		
CIVIL ENGINEERING ASSISTANT	PSEA	$ 70,620	$ 74,160	$ 77,868	$ 81,756	$ 85,848		
		$ 5,885	$ 6,180	$ 6,489	$ 6,813	$ 7,154		
		$ 33.95	$ 35.65	$ 37.44	$ 39.31	$ 41.27		
COMMUNITY IMPROVEMENT COORDINATOR	PSEA	$ 58,128	$ 61,044	$ 64,092	$ 67,296	$ 70,656		
		$ 4,844	$ 5,087	$ 5,341	$ 5,608	$ 5,888		
		$ 27.95	$ 29.35	$ 30.81	$ 32.35	$ 33.97		
COMMUNITY SERVICES COORDINATOR	PSEA	$ 59,532	$ 62,508	$ 65,628	$ 68,916	$ 72,360		
		$ 4,961	$ 5,209	$ 5,469	$ 5,743	$ 6,030		
		$ 28.62	$ 30.05	$ 31.55	$ 33.13	$ 34.79		
DEPUTY CITY CLERK	PSEA	$ 66,900	$ 70,248	$ 73,764	$ 77,448	$ 81,324		
		$ 5,575	$ 5,854	$ 6,147	$ 6,454	$ 6,777		
		$ 32.16	$ 33.77	$ 35.46	$ 37.23	$ 39.10		
ELECTRICIAN	PSEA	$ 62,700	$ 65,832	$ 69,132	$ 72,588	$ 76,212		
		$ 5,225	$ 5,486	$ 5,761	$ 6,049	$ 6,351		
		$ 30.14	$ 31.65	$ 33.24	$ 34.90	$ 36.64		
FACILITIES MAINTENANCE SUPERVISOR	PSEA	$ 76,572	$ 80,412	$ 84,432	$ 88,644	$ 93,084		
		$ 6,381	$ 6,701	$ 7,036	$ 7,387	$ 7,757		
		$ 36.81	$ 38.66	$ 40.59	$ 42.62	$ 44.75		
FILM LIAISON	PSEA	$ 59,532	$ 62,508	$ 65,628	$ 68,916	$ 72,360		
		$ 4,961	$ 5,209	$ 5,469	$ 5,743	$ 6,030		
		$ 28.62	$ 30.05	$ 31.55	$ 33.13	$ 34.79		
GRANTS ANALYST	PSEA	$ 70,188	$ 73,692	$ 77,376	$ 81,252	$ 85,308		
		$ 5,849	$ 6,141	$ 6,448	$ 6,771	$ 7,109		
		$ 33.74	$ 35.43	$ 37.20	$ 39.06	$ 41.01		
LIBRARIAN	PSEA	$ 66,132	$ 69,444	$ 72,912	$ 76,560	$ 80,388		
		$ 5,511	$ 5,787	$ 6,076	$ 6,380	$ 6,699		
		$ 31.79	$ 33.39	$ 35.05	$ 36.81	$ 38.65		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
LIBRARY ASSOCIATE	PSEA	$ 52,788	$ 55,428	$ 58,200	$ 61,116	$ 64,164		
		$ 4,399	$ 4,619	$ 4,850	$ 5,093	$ 5,347		
		$ 25.38	$ 26.65	$ 27.98	$ 29.38	$ 30.85		
LIBRARY CLERK I[7]	PSEA	$ 41,220	$ 43,284	$ 45,444	$ 47,712	$ 50,100		
		$ 3,435	$ 3,607	$ 3,787	$ 3,976	$ 4,175		
		$ 19.82	$ 20.81	$ 21.85	$ 22.94	$ 24.09		
LIBRARY CLERK II	PSEA	$ 45,048	$ 47,304	$ 49,668	$ 52,152	$ 54,756		
		$ 3,754	$ 3,942	$ 4,139	$ 4,346	$ 4,563		
		$ 21.66	$ 22.74	$ 23.88	$ 25.07	$ 26.33		
LIBRARY DIGITAL SERVICES MANAGER	PSEA	$ 66,900	$ 70,248	$ 73,764	$ 77,448	$ 81,324		
		$ 5,575	$ 5,854	$ 6,147	$ 6,454	$ 6,777		
		$ 32.16	$ 33.77	$ 35.46	$ 37.23	$ 39.10		
LIBRARY PUBLIC SERVICES MANAGER[7]	PSEA	$ 89,964	$ 94,452	$ 99,180	$ 104,136	$ 109,344		
		$ 7,497	$ 7,871	$ 8,265	$ 8,678	$ 9,112		
		$ 43.25	$ 45.41	$ 47.68	$ 50.07	$ 52.57		
LIBRARY SUPPORT SERVICES MANAGER[7]	PSEA	$ 89,964	$ 94,452	$ 99,180	$ 104,136	$ 109,344		
		$ 7,497	$ 7,871	$ 8,265	$ 8,678	$ 9,112		
		$ 43.25	$ 45.41	$ 47.68	$ 50.07	$ 52.57		
LIBRARY TECHNICAL ASSISTANT	PSEA	$ 53,880	$ 56,568	$ 59,400	$ 62,364	$ 65,484		
		$ 4,490	$ 4,714	$ 4,950	$ 5,197	$ 5,457		
		$ 25.90	$ 27.20	$ 28.56	$ 29.98	$ 31.48		
MAINTENANCE WORKER I	PSEA	$ 45,564	$ 47,844	$ 50,232	$ 52,752	$ 55,380		
		$ 3,797	$ 3,987	$ 4,186	$ 4,396	$ 4,615		
		$ 21.91	$ 23.00	$ 24.15	$ 25.36	$ 26.63		
MAINTENANCE WORKER II	PSEA	$ 49,620	$ 52,104	$ 54,708	$ 57,444	$ 60,312		
		$ 4,135	$ 4,342	$ 4,559	$ 4,787	$ 5,026		
		$ 23.86	$ 25.05	$ 26.30	$ 27.62	$ 29.00		
MANAGEMENT AIDE	PSEA	$ 54,264	$ 56,976	$ 59,820	$ 62,820	$ 65,952		
		$ 4,522	$ 4,748	$ 4,985	$ 5,235	$ 5,496		
		$ 26.09	$ 27.39	$ 28.76	$ 30.20	$ 31.71		
MANAGEMENT ANALYST	PSEA	$ 70,188	$ 73,692	$ 77,376	$ 81,252	$ 85,308		
		$ 5,849	$ 6,141	$ 6,448	$ 6,771	$ 7,109		
		$ 33.74	$ 35.43	$ 37.20	$ 39.06	$ 41.01		
MANAGEMENT ASSISTANT	PSEA	$ 59,532	$ 62,508	$ 65,628	$ 68,916	$ 72,360		
		$ 4,961	$ 5,209	$ 5,469	$ 5,743	$ 6,030		
		$ 28.62	$ 30.05	$ 31.55	$ 33.13	$ 34.79		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
PARKS SUPERVISOR	PSEA	$ 72,072	$ 75,672	$ 79,464	$ 83,436	$ 87,600		
		$ 6,006	$ 6,306	$ 6,622	$ 6,953	$ 7,300		
		$ 34.65	$ 36.38	$ 38.20	$ 40.11	$ 42.12		
PERMIT COUNTER TECHNICIAN[3]	PSEA	$ 49,728	$ 52,212	$ 54,828	$ 57,564	$ 60,480		
		$ 4,144	$ 4,351	$ 4,569	$ 4,797	$ 5,040		
		$ 23.91	$ 25.10	$ 26.36	$ 27.68	$ 29.08		
PROGRAM SPECIALIST	PSEA	$ 54,264	$ 56,976	$ 59,820	$ 62,820	$ 65,952		
		$ 4,522	$ 4,748	$ 4,985	$ 5,235	$ 5,496		
		$ 26.09	$ 27.39	$ 28.76	$ 30.20	$ 31.71		
PUBLIC WORKS ASSISTANT	PSEA	$ 69,648	$ 73,128	$ 76,788	$ 80,628	$ 84,660		
		$ 5,804	$ 6,094	$ 6,399	$ 6,719	$ 7,055		
		$ 33.48	$ 35.16	$ 36.92	$ 38.76	$ 40.70		
PUBLIC WORKS INSPECTOR	PSEA	$ 68,892	$ 72,336	$ 75,948	$ 79,752	$ 83,736		
		$ 5,741	$ 6,028	$ 6,329	$ 6,646	$ 6,978		
		$ 33.12	$ 34.78	$ 36.51	$ 38.34	$ 40.26		
SENIOR COMMUNITY IMPROVEMENT COORDINATOR[8]	PSEA	$ 66,900	$ 70,248	$ 73,764	$ 77,448	$ 81,324		
		$ 5,575	$ 5,854	$ 6,147	$ 6,454	$ 6,777		
		$ 32.16	$ 33.77	$ 35.46	$ 37.23	$ 39.10		
SENIOR ELECTRICIAN	PSEA	$ 67,080	$ 70,440	$ 73,956	$ 77,652	$ 81,540		
		$ 5,590	$ 5,870	$ 6,163	$ 6,471	$ 6,795		
		$ 32.25	$ 33.87	$ 35.56	$ 37.33	$ 39.20		
SENIOR MAINTENANCE WORKER	PSEA	$ 59,136	$ 62,088	$ 65,196	$ 68,448	$ 71,868		
		$ 4,928	$ 5,174	$ 5,433	$ 5,704	$ 5,989		
		$ 28.43	$ 29.85	$ 31.34	$ 32.91	$ 34.55		
SENIOR MANAGEMENT ANALYST	PSEA	$ 81,156	$ 85,212	$ 89,472	$ 93,948	$ 98,652		
		$ 6,763	$ 7,101	$ 7,456	$ 7,829	$ 8,221		
		$ 39.02	$ 40.97	$ 43.02	$ 45.17	$ 47.43		
SENIOR PLANNER	PSEA	$ 86,352	$ 90,672	$ 95,196	$ 99,960	$ 104,952		
		$ 7,196	$ 7,556	$ 7,933	$ 8,330	$ 8,746		
		$ 41.52	$ 43.59	$ 45.77	$ 48.06	$ 50.46		
SENIOR WATER PRODUCTION/TREATMENT OPERATOR	PSEA	$ 59,952	$ 62,952	$ 66,096	$ 69,408	$ 72,876		
		$ 4,996	$ 5,246	$ 5,508	$ 5,784	$ 6,073		
		$ 28.82	$ 30.27	$ 31.78	$ 33.37	$ 35.04		
SENIOR WATER UTILITY WORKER[7]	PSEA	$ 60,660	$ 63,696	$ 66,876	$ 70,224	$ 73,740		
		$ 5,055	$ 5,308	$ 5,573	$ 5,852	$ 6,145		
		$ 29.16	$ 30.62	$ 32.15	$ 33.76	$ 35.45		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
STREET SUPERVISOR	PSEA	$ 72,840	$ 76,488	$ 80,316	$ 84,324	$ 88,548		
		$ 6,070	$ 6,374	$ 6,693	$ 7,027	$ 7,379		
		$ 35.02	$ 36.77	$ 38.61	$ 40.54	$ 42.57		
TRANSPORTATION DRIVER	PSEA	$ 41,220	$ 43,284	$ 45,444	$ 47,724	$ 50,100		
		$ 3,435	$ 3,607	$ 3,787	$ 3,977	$ 4,175		
		$ 19.82	$ 20.81	$ 21.85	$ 22.94	$ 24.09		
WATER CONSERVATION ANALYST	PSEA	$ 70,188	$ 73,692	$ 77,376	$ 81,252	$ 85,308		
		$ 5,849	$ 6,141	$ 6,448	$ 6,771	$ 7,109		
		$ 33.74	$ 35.43	$ 37.20	$ 39.06	$ 41.01		
WATER OPERATIONS SUPERVISOR	PSEA	$ 82,536	$ 86,652	$ 90,984	$ 95,544	$ 100,320		
		$ 6,878	$ 7,221	$ 7,582	$ 7,962	$ 8,360		
		$ 39.68	$ 41.66	$ 43.74	$ 45.93	$ 48.23		
WATER PRODUCTION/TREATMENT OPERATOR	PSEA	$ 55,116	$ 57,864	$ 60,756	$ 63,804	$ 66,984		
		$ 4,593	$ 4,822	$ 5,063	$ 5,317	$ 5,582		
		$ 26.50	$ 27.82	$ 29.21	$ 30.68	$ 32.20		
WATER UTILITY WORKER I	PSEA	$ 48,192	$ 50,604	$ 53,136	$ 55,800	$ 58,584		
		$ 4,016	$ 4,217	$ 4,428	$ 4,650	$ 4,882		
		$ 23.17	$ 24.33	$ 25.55	$ 26.83	$ 28.17		
WATER UTILITY WORKER II[7]	PSEA	$ 53,856	$ 56,544	$ 59,376	$ 62,340	$ 65,472		
		$ 4,488	$ 4,712	$ 4,948	$ 5,195	$ 5,456		
		$ 25.89	$ 27.18	$ 28.55	$ 29.97	$ 31.48		
ACCOUNTING MANAGER	UNREPRESENTED	$ 85,848	$ 90,144	$ 94,644	$ 99,384	$ 104,352	$ 109,572	$ 115,044
		$ 7,154	$ 7,512	$ 7,887	$ 8,282	$ 8,696	$ 9,131	$ 9,587
		$ 41.27	$ 43.34	$ 45.50	$ 47.78	$ 50.17	$ 52.68	$ 55.31
ASSISTANT CITY MANAGER	UNREPRESENTED	$ 144,336	$ 151,548	$ 159,120	$ 167,076	$ 175,440	$ 184,212	$ 193,416
		$ 12,028	$ 12,629	$ 13,260	$ 13,923	$ 14,620	$ 15,351	$ 16,118
		$ 69.39	$ 72.86	$ 76.50	$ 80.33	$ 84.35	$ 88.56	$ 92.99
ASSISTANT LIBRARY DIRECTOR	UNREPRESENTED	$ 91,860	$ 96,456	$ 101,280	$ 106,344	$ 111,660	$ 117,240	$ 123,108
		$ 7,655	$ 8,038	$ 8,440	$ 8,862	$ 9,305	$ 9,770	$ 10,259
		$ 44.16	$ 46.37	$ 48.69	$ 51.13	$ 53.68	$ 56.37	$ 59.19
ASSISTANT TO THE CITY MANAGER	UNREPRESENTED	$ 99,384	$ 104,352	$ 109,560	$ 115,044	$ 120,792	$ 126,840	$ 133,176
		$ 8,282	$ 8,696	$ 9,130	$ 9,587	$ 10,066	$ 10,570	$ 11,098
		$ 47.78	$ 50.17	$ 52.67	$ 55.31	$ 58.07	$ 60.98	$ 64.03
CHIEF CITY CLERK	UNREPRESENTED	$ 99,384	$ 104,352	$ 109,560	$ 115,044	$ 120,792	$ 126,840	$ 133,176
		$ 8,282	$ 8,696	$ 9,130	$ 9,587	$ 10,066	$ 10,570	$ 11,098
		$ 47.78	$ 50.17	$ 52.67	$ 55.31	$ 58.07	$ 60.98	$ 64.03

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
COMMUNITY DEVELOPMENT DIRECTOR	UNREPRESENTED	$ 133,032	$ 139,692	$ 146,676	$ 154,008	$ 161,712	$ 169,788	$ 178,284
		$ 11,086	$ 11,641	$ 12,223	$ 12,834	$ 13,476	$ 14,149	$ 14,857
		$ 63.96	$ 67.16	$ 70.52	$ 74.04	$ 77.75	$ 81.63	$ 85.71
COMMUNITY SERVICES DIRECTOR[7]	UNREPRESENTED	$ 129,720	$ 136,212	$ 143,016	$ 150,168	$ 157,680	$ 165,564	$ 173,832
		$ 10,810	$ 11,351	$ 11,918	$ 12,514	$ 13,140	$ 13,797	$ 14,486
		$ 62.37	$ 65.49	$ 68.76	$ 72.20	$ 75.81	$ 79.60	$ 83.57
COMMUNITY SERVICES SUPERVISOR	UNREPRESENTED	$ 63,756	$ 66,948	$ 70,296	$ 73,812	$ 77,496	$ 81,372	$ 85,440
		$ 5,313	$ 5,579	$ 5,858	$ 6,151	$ 6,458	$ 6,781	$ 7,120
		$ 30.65	$ 32.19	$ 33.80	$ 35.49	$ 37.26	$ 39.12	$ 41.08
DEPUTY CITY MANAGER[3]	UNREPRESENTED	$ 138,240	$ 145,152	$ 152,412	$ 160,032	$ 168,036	$ 176,436	$ 185,256
		$ 11,520	$ 12,096	$ 12,701	$ 13,336	$ 14,003	$ 14,703	$ 15,438
		$ 66.46	$ 69.78	$ 73.28	$ 76.94	$ 80.79	$ 84.83	$ 89.07
DEPUTY COMMUNITY DEVELOPMENT DIRECTOR	UNREPRESENTED	$ 105,444	$ 110,712	$ 116,256	$ 122,064	$ 128,172	$ 134,580	$ 141,300
		$ 8,787	$ 9,226	$ 9,688	$ 10,172	$ 10,681	$ 11,215	$ 11,775
		$ 50.69	$ 53.23	$ 55.89	$ 58.68	$ 61.62	$ 64.70	$ 67.93
DEPUTY COMMUNITY SERVICES DIRECTOR	UNREPRESENTED	$ 100,176	$ 105,180	$ 110,448	$ 115,968	$ 121,764	$ 127,860	$ 134,244
		$ 8,348	$ 8,765	$ 9,204	$ 9,664	$ 10,147	$ 10,655	$ 11,187
		$ 48.16	$ 50.57	$ 53.10	$ 55.75	$ 58.54	$ 61.47	$ 64.54
DEPUTY DIRECTOR OF PUBLIC WORKS[7]	UNREPRESENTED	$ 108,780	$ 114,216	$ 119,928	$ 125,928	$ 132,216	$ 138,828	$ 145,776
		$ 9,065	$ 9,518	$ 9,994	$ 10,494	$ 11,018	$ 11,569	$ 12,148
		$ 52.30	$ 54.91	$ 57.66	$ 60.54	$ 63.57	$ 66.74	$ 70.08
DEPUTY FINANCE DIRECTOR/CONTROLLER[3]	UNREPRESENTED	$ 105,444	$ 110,712	$ 116,244	$ 122,052	$ 128,160	$ 134,568	$ 141,300
		$ 8,787	$ 9,226	$ 9,687	$ 10,171	$ 10,680	$ 11,214	$ 11,775
		$ 50.69	$ 53.23	$ 55.89	$ 58.68	$ 61.62	$ 64.70	$ 67.93
DEPUTY FIRE CHIEF	UNREPRESENTED	$ 127,464	$ 133,836	$ 140,520	$ 147,552	$ 154,932	$ 162,672	$ 170,808
		$ 10,622	$ 11,153	$ 11,710	$ 12,296	$ 12,911	$ 13,556	$ 14,234
		$ 61.28	$ 64.34	$ 67.56	$ 70.94	$ 74.49	$ 78.21	$ 82.12
DEPUTY POLICE CHIEF[7]	UNREPRESENTED	$ 142,284	$ 149,400	$ 156,864	$ 164,712	$ 172,944	$ 181,596	$ 190,680
		$ 11,857	$ 12,450	$ 13,072	$ 13,726	$ 14,412	$ 15,133	$ 15,890
		$ 68.41	$ 71.83	$ 75.42	$ 79.19	$ 83.15	$ 87.31	$ 91.67
ENVIRONMENTAL & SUSTAINABILITY MANAGER	UNREPRESENTED	$ 90,528	$ 95,052	$ 99,804	$ 104,796	$ 110,040	$ 115,536	$ 121,320
		$ 7,544	$ 7,921	$ 8,317	$ 8,733	$ 9,170	$ 9,628	$ 10,110
		$ 43.52	$ 45.70	$ 47.98	$ 50.38	$ 52.90	$ 55.55	$ 58.33
EXECUTIVE ASSISTANT	UNREPRESENTED	$ 69,060	$ 72,516	$ 76,140	$ 79,956	$ 83,952	$ 88,140	$ 92,556
		$ 5,755	$ 6,043	$ 6,345	$ 6,663	$ 6,996	$ 7,345	$ 7,713
		$ 33.20	$ 34.86	$ 36.61	$ 38.44	$ 40.36	$ 42.38	$ 44.50

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
FINANCE DIRECTOR[6]	UNREPRESENTED	$ 146,832	$ 154,176	$ 161,880	$ 169,980	$ 178,476	$ 187,404	$ 196,764
		$ 12,236	$ 12,848	$ 13,490	$ 14,165	$ 14,873	$ 15,617	$ 16,397
		$ 70.59	$ 74.12	$ 77.83	$ 81.72	$ 85.81	$ 90.10	$ 94.60
FINANCE MANAGER[7]	UNREPRESENTED	$ 96,144	$ 100,956	$ 105,996	$ 111,300	$ 116,868	$ 122,712	$ 128,844
		$ 8,012	$ 8,413	$ 8,833	$ 9,275	$ 9,739	$ 10,226	$ 10,737
		$ 46.22	$ 48.54	$ 50.96	$ 53.51	$ 56.19	$ 59.00	$ 61.94
FIRE CHIEF	UNREPRESENTED	$ 158,484	$ 166,404	$ 174,732	$ 183,468	$ 192,636	$ 202,272	$ 212,388
		$ 13,207	$ 13,867	$ 14,561	$ 15,289	$ 16,053	$ 16,856	$ 17,699
		$ 76.19	$ 80.00	$ 84.01	$ 88.21	$ 92.61	$ 97.25	$ 102.11
FIRE DIVISION CHIEF	UNREPRESENTED	$ 116,076	$ 121,884	$ 127,980	$ 134,376	$ 141,096	$ 148,152	$ 155,556
		$ 9,673	$ 10,157	$ 10,665	$ 11,198	$ 11,758	$ 12,346	$ 12,963
		$ 39.86	$ 41.86	$ 43.95	$ 46.15	$ 48.45	$ 50.88	$ 53.42
HUMAN RESOURCES & RISK MANAGER	UNREPRESENTED	$ 113,088	$ 118,752	$ 124,680	$ 130,920	$ 137,472	$ 144,336	$ 151,560
		$ 9,424	$ 9,896	$ 10,390	$ 10,910	$ 11,456	$ 12,028	$ 12,630
		$ 54.37	$ 57.09	$ 59.94	$ 62.94	$ 66.09	$ 69.39	$ 72.87
LIBRARY DIRECTOR[7]	UNREPRESENTED	$ 123,732	$ 129,924	$ 136,416	$ 143,232	$ 150,396	$ 157,920	$ 165,816
		$ 10,311	$ 10,827	$ 11,368	$ 11,936	$ 12,533	$ 13,160	$ 13,818
		$ 59.49	$ 62.46	$ 65.58	$ 68.86	$ 72.31	$ 75.92	$ 79.72
MANAGEMENT SERVICES DIRECTOR[7]	UNREPRESENTED	$ 133,032	$ 139,680	$ 146,664	$ 153,996	$ 161,700	$ 169,788	$ 178,284
		$ 11,086	$ 11,640	$ 12,222	$ 12,833	$ 13,475	$ 14,149	$ 14,857
		$ 63.96	$ 67.15	$ 70.51	$ 74.04	$ 77.74	$ 81.63	$ 85.71
PLANNING MANAGER	UNREPRESENTED	$ 99,384	$ 104,352	$ 109,560	$ 115,044	$ 120,792	$ 126,840	$ 133,176
		$ 8,282	$ 8,696	$ 9,130	$ 9,587	$ 10,066	$ 10,570	$ 11,098
		$ 47.78	$ 50.17	$ 52.67	$ 55.31	$ 58.07	$ 60.98	$ 64.03
POLICE CHIEF[3]	UNREPRESENTED	$ 158,484	$ 166,404	$ 174,732	$ 183,468	$ 192,636	$ 202,272	$ 212,388
		$ 13,207	$ 13,867	$ 14,561	$ 15,289	$ 16,053	$ 16,856	$ 17,699
		$ 76.19	$ 80.00	$ 84.01	$ 88.21	$ 92.61	$ 97.25	$ 102.11
POLICE LIEUTENANT	UNREPRESENTED	$ 106,224	$ 111,540	$ 117,120	$ 122,976	$ 129,120	$ 135,576	$ 142,356
		$ 8,852	$ 9,295	$ 9,760	$ 10,248	$ 10,760	$ 11,298	$ 11,863
		$ 51.07	$ 53.63	$ 56.31	$ 59.12	$ 62.08	$ 65.18	$ 68.44
PRINCIPAL MANAGEMENT ANALYST	UNREPRESENTED	$ 99,384	$ 104,352	$ 109,560	$ 115,044	$ 120,792	$ 126,840	$ 133,176
		$ 8,282	$ 8,696	$ 9,130	$ 9,587	$ 10,066	$ 10,570	$ 11,098
		$ 47.78	$ 50.17	$ 52.67	$ 55.31	$ 58.07	$ 60.98	$ 64.03
PUBLIC WORKS DIRECTOR	UNREPRESENTED	$ 133,032	$ 139,692	$ 146,676	$ 154,008	$ 161,712	$ 169,788	$ 178,284
		$ 11,086	$ 11,641	$ 12,223	$ 12,834	$ 13,476	$ 14,149	$ 14,857
		$ 63.96	$ 67.16	$ 70.52	$ 74.04	$ 77.75	$ 81.63	$ 85.71

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
PUBLIC WORKS OPERATION MANAGER	UNREPRESENTED	$ 90,528	$ 95,052	$ 99,804	$ 104,796	$ 110,040	$ 115,536	$ 121,320
		$ 7,544	$ 7,921	$ 8,317	$ 8,733	$ 9,170	$ 9,628	$ 10,110
		$ 43.52	$ 45.70	$ 47.98	$ 50.38	$ 52.90	$ 55.55	$ 58.33
SENIOR CIVIL ENGINEER	UNREPRESENTED	$ 86,976	$ 91,320	$ 95,892	$ 100,680	$ 105,720	$ 111,000	$ 116,556
		$ 7,248	$ 7,610	$ 7,991	$ 8,390	$ 8,810	$ 9,250	$ 9,713
		$ 41.82	$ 43.90	$ 46.10	$ 48.40	$ 50.83	$ 53.37	$ 56.04
TRANSPORTATION PROGRAM MANAGER[5]	UNREPRESENTED	$ 86,976	$ 91,320	$ 95,892	$ 100,680	$ 105,720	$ 111,000	$ 116,556
		$ 7,248	$ 7,610	$ 7,991	$ 8,390	$ 8,810	$ 9,250	$ 9,713
		$ 41.82	$ 43.90	$ 46.10	$ 48.40	$ 50.83	$ 53.37	$ 56.04
WATER OPERATIONS MANAGER	UNREPRESENTED	$ 97,164	$ 102,024	$ 107,124	$ 112,488	$ 118,104	$ 124,020	$ 130,212
		$ 8,097	$ 8,502	$ 8,927	$ 9,374	$ 9,842	$ 10,335	$ 10,851
		$ 46.71	$ 49.05	$ 51.50	$ 54.08	$ 56.78	$ 59.63	$ 62.60
FIRE CAPTAIN	FFA	$ 102,228	$ 107,340	$ 112,704	$ 118,332	$ 124,248		
		$ 8,519	$ 8,945	$ 9,392	$ 9,861	$ 10,354		
		$ 35.11	$ 36.86	$ 38.70	$ 40.64	$ 42.67		
FIREFIGHTER/PARAMEDIC	FFA	$ 88,080	$ 92,484	$ 97,104	$ 101,964	$ 107,064		
		$ 7,340	$ 7,707	$ 8,092	$ 8,497	$ 8,922		
		$ 30.25	$ 31.76	$ 33.35	$ 35.02	$ 36.77		
FIRE ENGINEER	FFA	$ 84,192	$ 88,404	$ 92,820	$ 97,464	$ 102,336	$ 107,460	
		$ 7,016	$ 7,367	$ 7,735	$ 8,122	$ 8,528	$ 8,955	
		$ 28.91	$ 30.36	$ 31.88	$ 33.47	$ 35.14	$ 36.90	
FIREFIGHTER	FFA	$ 66,816	$ 70,164	$ 73,668	$ 77,352	$ 81,216		
		$ 5,568	$ 5,847	$ 6,139	$ 6,446	$ 6,768		
		$ 22.95	$ 24.09	$ 25.30	$ 26.56	$ 27.89		
FIRE INSPECTOR	FFA	$ 75,324	$ 79,092	$ 83,052	$ 87,204	$ 91,560		
		$ 6,277	$ 6,591	$ 6,921	$ 7,267	$ 7,630		
		$ 36.21	$ 38.03	$ 39.93	$ 41.93	$ 44.02		
POLICE SERGEANT	POA	$ 106,032	$ 111,336	$ 116,904	$ 122,748	$ 128,880		
		$ 8,836	$ 9,278	$ 9,742	$ 10,229	$ 10,740		
		$ 50.98	$ 53.53	$ 56.20	$ 59.01	$ 61.96		
POLICE CORPORAL	POA	$ 88,368	$ 92,784	$ 97,428	$ 102,300	$ 107,412		
		$ 7,364	$ 7,732	$ 8,119	$ 8,525	$ 8,951		
		$ 42.48	$ 44.61	$ 46.84	$ 49.18	$ 51.64		
POLICE OFFICER	POA	$ 80,328	$ 84,348	$ 88,560	$ 92,988	$ 97,644		
		$ 6,694	$ 7,029	$ 7,380	$ 7,749	$ 8,137		
		$ 38.62	$ 40.55	$ 42.58	$ 44.71	$ 46.94		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
POLICE OFFICER RECRUIT	POA	$ 79,560	$ 83,544	$ 87,708	$ 92,100	$ 96,708		
		$ 6,630	$ 6,962	$ 7,309	$ 7,675	$ 8,059		
		$ 38.25	$ 40.17	$ 42.17	$ 44.28	$ 46.49		
POLICE ASSISTANT	POA	$ 55,704	$ 58,476	$ 61,404	$ 64,476	$ 67,704		
		$ 4,642	$ 4,873	$ 5,117	$ 5,373	$ 5,642		
		$ 26.78	$ 28.11	$ 29.52	$ 31.00	$ 32.55		
POLICE ASSISTANT II	POA	$ 61,260	$ 64,320	$ 67,536	$ 70,920	$ 74,472		
		$ 5,105	$ 5,360	$ 5,628	$ 5,910	$ 6,206		
		$ 29.45	$ 30.92	$ 32.47	$ 34.10	$ 35.80		
POLICE CLERK I[7]	POA	$ 39,528	$ 41,508	$ 43,584	$ 45,756	$ 48,048		
		$ 3,294	$ 3,459	$ 3,632	$ 3,813	$ 4,004		
		$ 19.00	$ 19.96	$ 20.95	$ 22.00	$ 23.10		
POLICE CLERK II	POA	$ 45,336	$ 47,604	$ 49,980	$ 52,476	$ 55,104		
		$ 3,778	$ 3,967	$ 4,165	$ 4,373	$ 4,592		
		$ 21.80	$ 22.89	$ 24.03	$ 25.23	$ 26.49		
PARKING CONTROL OFFICER	POA	$ 48,456	$ 50,880	$ 53,424	$ 56,100	$ 58,896		
		$ 4,038	$ 4,240	$ 4,452	$ 4,675	$ 4,908		
		$ 23.30	$ 24.46	$ 25.68	$ 26.97	$ 28.32		
SENIOR CLERK	POA	$ 59,532	$ 62,508	$ 65,628	$ 68,916	$ 72,360		
		$ 4,961	$ 5,209	$ 5,469	$ 5,743	$ 6,030		
		$ 28.62	$ 30.05	$ 31.55	$ 33.13	$ 34.79		
PRINCIPAL MANAGEMENT ANALYST[1]	PSEA-PT	$ 47.69	$ 50.07	$ 52.58	$ 55.21	$ 57.97		
SENIOR MANAGEMENT ANALYST[1]	PSEA-PT	$ 40.16	$ 42.17	$ 44.28	$ 46.49	$ 48.81		
MANAGEMENT ANALYST[1]	PSEA-PT	$ 33.95	$ 35.65	$ 37.43	$ 39.30	$ 41.27		
COMMUNITY IMPROVEMENT COORDINATOR[3]	PSEA-PT	$ 29.06	$ 30.51	$ 32.04	$ 33.64	$ 35.32		
COMMUNITY SERVICES COORDINATOR[4]	PSEA-PT	$ 30.01	$ 31.51	$ 33.09	$ 34.74	$ 36.48		
MANAGEMENT ASSISTANT[1]	PSEA-PT	$ 29.09	$ 30.54	$ 32.07	$ 33.68	$ 35.36		
REFERENCE LIBRARIAN[1]	PSEA-PT	$ 25.31	$ 26.58	$ 27.90	$ 29.30	$ 30.76		
LIBRARIAN[1]	PSEA-PT	$ 25.31	$ 26.58	$ 27.90	$ 29.30	$ 30.76		
MANAGEMENT AIDE[1]	PSEA-PT	$ 25.12	$ 26.38	$ 27.69	$ 29.08	$ 30.53		
PROGRAM SPECIALIST[1]	PSEA-PT	$ 25.12	$ 26.38	$ 27.69	$ 29.08	$ 30.53		
FILM LIAISON[1]	PSEA-PT	$ 24.06	$ 25.26	$ 26.53	$ 27.85	$ 29.25		
MANAGEMENT INTERN (INCUMBENT)[1]	PSEA-PT	$ 23.22	$ 24.38	$ 25.60	$ 26.88	$ 28.22		
MANAGEMENT INTERN (HIRED AFTER 11/05/14)[1]	PSEA-PT	$ 23.22	$ 24.38	$ 25.60	--	--		
FIRE PREVENTION SPECIALIST[1]	PSEA-PT	$ 22.52	$ 23.65	$ 24.83	$ 26.07	$ 27.37		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
RECREATION CAMP DIRECTOR[1]	PSEA-PT	$ 22.52	$ 23.65	$ 24.83	$ 26.07	$ 27.37		
MAINTENANCE ASSISTANT[1]	PSEA-PT	$ 21.45	$ 22.52	$ 23.65	$ 24.83	$ 26.07		
LEAD TRANSPORTATION DRIVER[1]	PSEA-PT	$ 21.45	$ 22.52	$ 23.65	$ 24.83	$ 26.07		
SECRETARY[1]	PSEA-PT	$ 20.83	$ 21.87	$ 22.97	$ 24.11	$ 25.32		
TRANSPORTATION DRIVER[1]	PSEA-PT	$ 20.29	$ 21.30	$ 22.37	$ 23.49	$ 24.66		
RECREATION LEADER[1]	PSEA-PT	$ 17.09	$ 17.94	$ 18.84	$ 19.78	$ 20.77		
SITE MANAGER[1]	PSEA-PT	$ 17.09	$ 17.94	$ 18.84	$ 19.78	$ 20.77		
TYPIST CLERK II[1]	PSEA-PT	$ 16.67	$ 17.50	$ 18.38	$ 19.30	$ 20.26		
PARKING CONTROL AIDE[1]	PSEA-PT	$ 16.51	$ 17.34	$ 18.20	$ 19.11	$ 20.07		
INTERN (INCUMBENT)[1]	PSEA-PT	$ 16.35	$ 17.17	$ 18.03	$ 18.93	$ 19.87		
INTERN (HIRED AFTER 11/05/14)[1]	PSEA-PT	$ 16.35	$ 17.17	$ 18.03	--	--		
TYPIST CLERK I[1]	PSEA-PT	$ 15.75	$ 16.54	$ 17.36	$ 18.23	$ 19.14		
POLICE CADET[1]	PSEA-PT	$ 15.37	$ 16.14	$ 16.95	$ 17.79	$ 18.68		
ACCOUNTING CLERK[1]	PSEA-PT	$ 15.35	$ 16.12	$ 16.92	$ 17.77	$ 18.66		
LIBRARY AIDE II[1]	PSEA-PT	$ 15.21	$ 15.97	$ 16.77	$ 17.61	$ 18.49		
LIBRARY AIDE I[1]	PSEA-PT	$ 15.00	$ 15.75	$ 16.54	$ 17.36	$ 18.23		
HIGH SCHOOL INTERN (INCUMBENT)[1]	PSEA-PT	$ 15.00	$ 15.75	$ 16.54	$ 17.36	$ 18.23		
HIGH SCHOOL INTERN (HIRED AFTER 11/05/14)[1]	PSEA-PT	$ 15.00	$ 15.75	$ 16.54	--	--		

Effective Date:
[1]12/20/2021
[2]07/21/2022
[3]08/17/2022
[4]Adopted and Approved 08/17/2022 (Effective 12/21/2021)
[5]09/07/2022
[6]03/01/2023
[7]05/22/2023
[8]06/30/2023

Actual salary may differ due to rounding.

City Council Agenda Report

ITEM NO. 20

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Tina Lopez, Human Resources & Risk Manager
Alma Medina, Senior Management Analyst

SUBJECT: **CONSIDERATION OF A RESOLUTION ESTABLISHING A NEW EMPLOYEE CLASSIFICATION AND JOB DESCRIPTION FOR A BUDGET AND PURCHASING MANAGER; UPDATING THE JOB DESCRIPTION AND SALARY RANGE OF AN EXISTING CLASSIFICATION FROM ACCOUNTING MANAGER TO ACCOUNTING MANAGER-CONTROLLER; ADD TWO NEW POSITIONS, AN ADMINISTRATIVE SECRETARY IN PUBLIC WORKS AND A MANAGEMENT AIDE IN HUMAN RESOURCES; APPROVE THE APPROPRIATION RELATED THERETO; AND ADOPTION OF AN UPDATED MASTER SALARY SCHEDULE**

Recommendation

It is recommended that the City Council consider adoption of a Resolution to:

1. Approve and establish the classification specification and job description for Budget and Purchasing Manager; and
2. Approve the addition of one Administrative Secretary position in Public Works; and
3. Approve the addition of one Management Aide position for Human Resources; and
4. Approve the updated job specification and salary range for the Accounting Manager to Accounting Manager-Controller; and
5. Approve the appropriation of the funding from the vacant Assistant to the City Manager position in the City Manager's Office to fund the recommended personnel changes; and
6. Adopt the Updated Master Salary Schedule for Fiscal Years 2024-2025, in accordance with Title 2 of the California Code of Regulations Section 570.5 and the California Employees Retirement System ("CalPERS").

Executive Summary

The City's recent assessment of workforce needs highlights critical adjustments in staffing to enhance operational efficiency and support strategic priorities. This report recommends adopting the Budget and Purchasing Manager role, updating the job specification of the Accounting Manager to Accounting Manager-Controller, and adding a Management Aide in Human Resources and an Administrative Secretary in Public Works. These roles address specific challenges: strengthening budget and purchasing oversight, prioritizing recruitment efforts amid a 21 percent vacancy rate, and alleviating administrative burdens for key staff. Additionally, any updates to positions and or salaries require the adoption of an updated Master Salary Schedule for FY 2024-2025 as required per the California Employees' Retirement System ("CalPERS") Title 2 of the California Code of Regulations Section 570.5

("CCR 570.5").

Background
The City's recent efforts to address evolving workforce needs and align staffing with operational demands have highlighted critical gaps in various departments, including Finance, Public Works, and Human Resources. These gaps, largely resulting from employee turnover and ongoing vacancies, have led to operational challenges and underscored the necessity for strategic adjustments in our staffing structure.

In response, the Human Resources Division, in collaboration with department heads and an outside consultant, are conducting a comprehensive analysis of current classifications (Classification Study), and assessing department needs and market conditions. This initial review, part of the larger classification and compensation study currently underway and approved by the City Council, revealed some immediate opportunities to improve efficiency, enhance financial operations, and provide essential support in departments facing increased workloads.

The proposed changes include establishing a new Budget and Purchasing Manager position, updating the job description for the Accounting Manager to Accounting Manager-Controller, updating the salary range, and adding two new support positions—an Administrative Secretary for Public Works and a Management Aide for Human Resources. Additionally, these staffing modifications are reflected in the updated Master Salary Schedule for Fiscal Year 2024 -2025, which will enable the City to meet CalPERS compliance requirements and support the continuity of services to the community.

Analysis
Establishing the Classification for Budget and Purchasing Manager

The proposed Budget and Purchasing Manager classification is critical for enhancing financial oversight and streamlining purchasing processes within the City. This position addresses the challenges posed by recent staff turnover in the Finance Department and the need for a more centralized approach to budget management and purchasing oversight. As one of two Division Managers in the Finance Department, the Budget and Purchasing Manager works closely with the Accounting Manager to ensure cohesive financial management. This role is responsible for developing the City's annual budget, managing budgetary adjustments, and overseeing purchasing functions to ensure compliance, cost efficiency, and transparency.

The Budget and Purchasing Manager will fill the Deputy Finance Director position that has been vacant since December 2023. The Human Resources Division did attempt to recruit for the Deputy Finance Director in February 2024 and received 24 applications with only six (6) candidates meeting the qualifications to be interviewed. Out of the interviewed candidates, none were deemed to have the experience that is required for the position.

Updating the Job Specification and Salary Range for Accounting Manager
The City is updating the job description for the Accounting Manager to Accounting Manager-Controller position to better align the role's responsibilities with the evolving needs of the Finance Department. The revised job description and revised salary range recommendation were developed in collaboration with external consultants and underwent a comprehensive internal review to ensure it accurately reflects the expanded duties and competencies

required. This updated description includes emphasis on general accounting and financial reporting to support the City's financial management objectives. The adjustments are designed to enhance the department's operational efficiency, align with best practices, and position the Accounting Manager-Controller as a critical role in supporting the City's fiscal accountability.

The Accounting Manager-Controller will fill the Finance Manager position that has been vacant since June 2024, and therefore does not require an additional appropriation at this time. In the last two years we have had two different Finance Managers, one of them being with us only seven months, that have created instability in the department. The Human Resources Division did attempt to recruit for the Finance Manager in September 2024, received 30 applications with only five (5) candidates meeting the qualifications needed, to be interviewed. Out of the interviewed candidates, one qualified but was not agreeable to the salary.

Addition of a Management Aide Position in Human Resources

The Human Resources Department is currently experiencing a critical need for dedicated administrative support due to an exceptionally high vacancy rate across the City. With 35 full-time positions vacant—representing a vacancy factor of approximately 21 percent—the department must prioritize recruitment and retention efforts to fill these roles and support the City's operational effectiveness. The two existing Human Resources Analysts are currently burdened with substantial data-entry and administrative tasks that detract from their capacity to focus on essential recruitment activities and strategic human resources functions. Additionally, in the very near future, one of the two human resources analysts will be going on long-term medical leave.

Adding a Management Aide position is critical to building capacity within Human Resources operations. By delegating lower-level administrative tasks to the Management Aide, the department can free up HR Analysts to shift their focus toward high-priority objectives, including developing targeted recruitment strategies, enhancing retention programs, and improving overall HR responsiveness. This position is expected to significantly improve the department's ability to meet immediate staffing needs while optimizing the allocation of HR expertise.

To ensure alignment with the City's evolving needs, the Management Aide role will be evaluated annually as part of the budget development process. This annual review will assess the position's continued necessity and impact on the department's ability to address recruitment and retention demands effectively.

Addition of an Administrative Secretary Position in Public Works

To effectively support the Public Works Director in managing one of the City's largest and most complex departments, staff recommends adding an Administrative Secretary position. The Public Works Director is currently dedicating a significant portion of his time to low-level administrative tasks, such as coordinating and scheduling meetings, fielding phone calls, routing documentation, and serving as a primary contact for various vendors. These tasks, while essential to daily operations, detract from his capacity to focus on high-impact responsibilities like project management, strategic planning, and advancing key departmental initiatives.

In most cities, department heads are provided with dedicated administrative support to

maximize their productivity and ensure efficient departmental operations. By delegating these administrative duties to an Administrative Secretary, the Public Works Director can allocate more time to critical functions, enhancing the department's ability to deliver projects effectively and on schedule. This added support will facilitate smoother operations across the department, enabling senior staff to focus on advancing the City's public works priorities and responding to community needs more efficiently.

Adoption of the Master Salary Schedule

The proposed updated Master Salary Schedule for Fiscal Year 2024-2025, compliant with CalPERS requirements, reflects these personnel changes. Although salary schedules are typically adopted during the budget process, the recommended adjustments require an updated Master Salary Schedule be approved by the City Council, which incorporates the changes from the recommended actions in this staff report. Moving forward, future Master Salary Schedules will be incorporated into the City's budget adoption process.

Alternatives (if applicable)

Do Not Approve the Proposed Personnel Changes

If the City Council chooses not to approve the recommended personnel changes, the departments will continue to operate with existing resources, which may lead to further operational inefficiencies and delays in meeting the City's goals. For example, without a Budget and Purchasing Manager, the Finance Department may face challenges in providing centralized budget oversight and managing purchasing processes effectively. Similarly, without the addition of a Management Aide in Human Resources, HR Analysts will continue to perform time-intensive administrative tasks, reducing their availability for critical recruitment and retention efforts. With the pending long term medical leave of one of those analysts, recruitment efforts will significantly slow down. Additionally, the absence of an Administrative Secretary in Public Works would result in the Public Works Director continuing to spend valuable time on routine administrative tasks, detracting from higher level work, including project management and higher-level responsibilities.

Approve Only Select Personnel Changes

The Council could opt to approve only a subset of the proposed changes. For instance, the Council may choose to approve the Budget and Purchasing Manager classification but defer the additions of the Management Aide or Administrative Secretary. While this approach may allow for greater general fund salary savings, it would limit the City's ability to address workload imbalances effectively. Specific departments may continue to struggle with high vacancy rates, administrative bottlenecks, and a lack of capacity for timely project execution.

Each of these alternatives has implications for departmental effectiveness, employee workload, and the City's ability to respond to community needs efficiently. The proposed recommendations, as presented, aim to provide a balanced and strategic approach to improving City operations and aligning staffing resources with priority needs.

Fiscal Impact

Funding for the proposed positions will be sourced from the budget allocated to the currently vacant Assistant to the City Manager position, covering the costs for both the new Administrative Secretary in Public Works and the Management Aide in Human Resources. No additional appropriation is required for the Budget and Purchasing Manager or the Accounting

Manager-Controller positions, as they are filling existing vacancies funded in the Fiscal Year 2024-2025 budget. The updated Master Salary Schedule reflects these personnel changes but does not require further budget adjustments, as funds have already been allocated within the FY 2024-2025 budget development process.

Key Performance Indicators and Strategic Plan
These items align with the Management Services Department's Key Performance Indicators and the City's Strategic Plan, which is committed to intentionally and strategically restructuring the City's staff resources.

Attachment:
Attachment No. 1 - Proposed Resolution
Attachment No. 2 - Budget and Purchasing Manager Job Description
Attachment No. 3 - Accounting Manager-Controller Job Specification
Attachment No. 4 - Fiscal Year 2024-2025 Master Salary Schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING CLASSIFICATION CHANGES, UPDATING JOB DESCRIPTIONS, ADDING TWO NEW POSITIONS AND ADOPTING THE UPDATED MASTER SALARY SCHEDULE FOR FISCAL YEAR 2024-2025

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES HEREBY RESOLVE:

WHEREAS, the City wishes to adopt the Budget and Purchasing Manager job description and salary schedule; and

WHEREAS, the City wishes to add one Administrative Secretary position to the Public Works Department; and

WHEREAS, the City wishes to add one Management Aide position to the Human Resources Division; and

WHEREAS, the City wishes to adopt an updated job specification and salary range as outlined in the FY 2024-25 Master Salary Schedule for the position of Accounting Manager-Controller; and

WHEREAS, the City wishes to approve the updated Master Salary Schedule for Fiscal Year 2024-2025, to reflect the added and updated positions, in accordance with Title 2 of the California Code of Regulations Section 570.5 and the California Employees Retirement System ("CalPERS").

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

SECTION 1. The position of Budget and Purchasing Manager is hereby established. The job description for the position of Budget and Purchasing Manager, as set forth in Exhibit A, is hereby adopted.

SECTION 2. The addition of one Administrative Secretary position to the Public Works Department is hereby adopted.

SECTION 3. The addition of one Management Aide position to the Human Resources Division is hereby adopted.

SECTION 4. The job specification for Accounting Manager is hereby updated and revised to the position of Accounting Manager-Controller and salary range as outlined in the FY 2024-25 Master Salary Schedule for the position of Accounting Manager-Controller as set forth in Exhibit B, is hereby adopted.

SECTION 5. The updated Master Salary Schedule for Fiscal Year 2024-2025, as set forth in Exhibit C, in accordance with Title 2 of the California Code of Regulations Section 570.5 and the California Employees Retirement System ("CalPERS"), is hereby adopted.

SECTION 6. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED ON this 20th day of November, 2024.

_____
Mayor Evelyn G. Zneimer

ATTEST:

_____
Mark Perez, Deputy City Clerk
(seal)

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 20th day of November 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

_____
Mark Perez, Deputy City Clerk
(seal)

EXHIBIT A

JOB DESCRIPTION FOR BUDGET AND PURCHASING MANAGER POSITION

EXHIBIT B

JOB DESCRIPTION AND SALARY RANGE FOR ACCOUNTING MANAGER-CONTROLLER POSITION

EXHIBIT C

UPDATED MASTER SALARY SCHEDULE FOR 2024-2025

City of
SOUTH PASADENA

BUDGET AND PURCHASING MANAGER

TITLE: **BUDGET AND PROCUREMENT MANAGER**

DEFINITION: Under general direction of the Department Director, manages, directs, supervises, and oversees all budgeting and procurement activities and operations for the City. Performs high level research, budget development and analysis, and interprets policies and procedures related to budgeting and procurement. Coordinates and supervises the preparation and administration of personnel, operating, capital, and debt service budgets, and the analysis of service delivery for all City departments. Establishes policies, sets goals and objectives, creates and monitors all City budgets. Provides advice and guidance regarding budget and purchasing matters to the Council, the City Manager, Department Directors, and other City personnel.

DISTINGUISHING CHARACTERISTICS:

This is a single-incumbent managerial-level professional class in the Budget and Purchasing series. This class is designated as "at-will" and is exempt from the classified service. In addition to the responsibilities of a Manager, the incumbent in this class has primary responsibility for preparation, research, oversight, and management of the City's budgeting and procurement activities. An employee in this class supervises assigned staff and exercises considerable discretion and independent judgment in performing assigned duties and may serve in the absence of the director

EXAMPLES OF DUTIES:

- Assists in managing, coordinating, planning, and facilitating the budget and purchasing operations of the Finance Department; assists in developing and implementing Finance Department goals, objectives, policies, and procedures and measures accomplishments against stated objectives.
- Administer and oversee the development, consolidation, and distribution of the City's budgets, including personnel, operating, capital, and debt service funds.
- Supervise staff responsible for budget preparation and coordinate with department heads, City Council, the City Manager, and other City management to address and resolve budget issues.
- Review revenue forecasts, analyze cost projections, and monitor budget variances; advise on budget adjustments to align with financial goals.
- Prepare and publish budget documents according to Government Finance Officers Association (GFOA) award criteria, ensuring distribution to relevant stakeholders.
- Establish and implement policies, procedures, and performance standards for budget development, purchasing, and procurement; streamline processes to enhance efficiency.

- Formulate strategic financial plans and set goals and objectives for budget operations, ensuring alignment with City objectives and regulatory standards.
- Oversee and evaluate processes related to budgetary and financial operations to ensure conformity with City ordinances, best practices, and public policy standards.
- Manage and coordinate City purchasing operations, in collaboration with City departments, including developing specifications, preparing bid documents, evaluating bids or proposals to recommend optimal solutions
- Oversee procurement policies to ensure alignment with cost-effectiveness, quality, and budgetary goals; negotiate and establish contracts and purchasing agreements and conduct periodic reviews and updates to align with new standards and practices
- Research new products and suppliers to enhance procurement quality and reduce costs, aligning with City and community needs.
- Engage and communicate with various City departments and external stakeholders on budgetary and procurement-related projects and policies.
- Present financial updates and recommendations to City Council, budget review committees, department heads, and other government boards as directed.
- Facilitate meetings, represent the City at council sessions, and effectively communicate the impact of departmental activities on the budget.
- Assign and prioritize tasks within the department, ensuring efficient and timely completion of work.
- Evaluate the performance of assigned staff, manage personnel actions, and address training, development, and disciplinary needs.
- Serve as a management representative during union negotiations, providing research, data analysis, and strategic input as part of the labor relations team.
- Conduct financial and cost analyses, recommending resource allocation, budgeting needs, and purchasing decisions; assist in labor negotiation costings.
- Initiate and lead special projects, reports, and programs to support City financial operations, including operating results and economic indicators analysis.
- Stay current on best practices in government financial management, debt service, accounting, and operations by attending professional training and conferences.
- Ensure compliance with all applicable governmental regulations and internal policies, maintaining high standards of professionalism and integrity in all financial operations.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

- Bachelor's degree from an accredited college or university in Finance, Purchasing, Public or Business Administration, or a related field.
- Five (5) years of professional level purchasing, procurement, and budgeting experience in a municipal agency or equivalent, of which at least three years involved supervision and/or lead direction of subordinate staff.

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

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Advanced accounting, finance, and budgeting principles specific to the public sector, including fund accounting, internal control systems, and investment practices.
- City Charter, administrative regulations, applicable departmental policies, personnel ordinances, collective bargaining agreements, and other regulatory documents.
- Effective methods for managing complex, multi-departmental projects and programs in a municipal government environment.

Skills and Abilities to:

- Handle public funds responsibly and accurately, following fiscal guidelines, regulations, and standards.
- Apply mathematical and statistical techniques to analyze financial data, support budgeting, and solve practical problems.
- Use advanced mathematical and financial concepts, including formulas, graphs, and charts, to support decision-making.
- Exercise sound judgment based on management direction and established guidelines.
- Differentiate between emergency and non-emergency situations and respond appropriately.
- Assess, analyze, and interpret complex problems, drawing logical conclusions and making informed decisions under pressure.
- Convey authority and influence when interacting with the public, colleagues, and other agencies.
- Assemble, organize, and present financial, statistical, and factual information clearly and accurately, both in writing and verbally, for diverse audiences.
- Maintain courteous and tactful communication, especially in confrontational or public-facing situations.
- Effectively lead, assign, and review the work of subordinate employees, fostering a productive and collaborative team environment.
- Balance multiple assignments, re-prioritize tasks as needed, and perform well under tight deadlines.
- Use discretion with sensitive and confidential information, ensuring integrity and security.
- Independently manage tasks with minimal supervision, focusing on achieving City goals and objectives.

- Adapt to changing priorities, respond to emergencies, and perform effectively in high-stress situations.
- Display analytical thinking that combines experience, insight, and perspective to find practical solutions.
- Proficiently create and maintain spreadsheets, presentations, and databases with complex formulas and visual data representations.
- Demonstrate advanced proficiency in accounting, finance, and budgeting software relevant to governmental operations.

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.

Tasks are generally performed in a typical office environment. The position is generally sedentary. Employees usually sit but may walk or stand for brief periods. Tasks may require unassisted lifting, carrying, pushing, and/or pulling of lightweight objects up to 20 pounds. Tasks may require prolonged periods of visual concentration or keyboard/mouse use.

Requires the ability to speak, hear (perceive sound), and/or signal people to convey and exchange information; differentiate between colors or shades of color; read a variety of materials, at times complex; apply principles of rational problem-solving; record and deliver information, explain procedures, issue and follow oral and written instructions; and communicate effectively and efficiently in Standard English as the primary language while performing job duties.

FLSA Status: Exempt

City of
SOUTH PASADENA

TITLE: **ACCOUNTING MANAGER-CONTROLLER**

DEFINITION: Under general direction of the Department Director, manages, plans, directs, supervises, and oversees activities related to the City's accounting processes, financial operations and payroll procedures. Oversees and manages the City's payroll processes, performs financial analysis and Performs high level financial analysis, evaluates and implements short and long term financial service strategies for maintaining accounting activities, recommends and directs the issuance of bonds and other debt instruments for sounds fiscal management and fiduciary compliance. Provides accounting services and instruction to City departments and ensures fiscal accountability.

DISTINGUISHING CHARACTERISTICS:

This is a single-incumbent managerial-level professional class in the Financial and Accounting series. This class is designated as "at-will" and is exempt from the classified service. In addition to the responsibilities of an accountant, the incumbent in this class has primary responsibility for general accounting, accounting operations, and contract administration and may serve in the absence of the director. An employee in this class exercises supervision over assigned accounting staff and exercises considerable discretion and independent judgment in performing assigned duties based on extensive experience and training in public sector finance and accounting.

EXAMPLES OF DUTIES:

- Assists in managing, coordinating, planning, and facilitating the accounting operations of the Finance Department and accounting operations; assists in developing and implementing Finance Department goals, objectives, policies, and procedures and measures accomplishments against stated objectives.
- Manages the City's general and subsidiary accounting ledgers and systems, monthly and annual closings, trials balances, property/inventory control, budget control, project accounting, grant financial management, and financial reporting.
- Develops responses to all internal and external audit findings and recommends corrective action. Ensures corrective action is taken regarding these responses.
- Plans, organizes, and supervises the work of professional and clerical subordinates in the maintenance and integration of the accounting system; maintains a general accounting system for the City government and each of its offices, departments, and agencies.
- Evaluates internal controls, policies, programs, operations and implements and enforces internal accounting control.

- Keeps current with Governmental Accounting Standards Board (GASB) pronouncements and implements new standards.
- Oversees and performs banking operations, inclusive of bank reconciliations and interacts with financial institutions and agencies to maintain City banking relationships.
- Assists in developing, justifying, and administrating divisional and departmental budgets and accounts.
- Oversees and manages the City's Payroll services; coordinates the transmittal of employee timekeeping data; ensures the appropriate application and interpretation of City policies and procedures, and the provisions of various memoranda of understanding related to Payroll; resolves complex issues involving employee compensation.
- Respond to inquiries and complaints regarding accounts payable/receivables and other accounting and budgetary matters; coordinate and support accounting-related activities with other City departments, divisions, and sections and with outside governmental and community agencies.
- Conducts a variety of financial planning, analysis, and negotiations associated with revenue generation, debt issuance and portfolio, and the financial performance of enterprises funds.
- Performs financial planning activities related to investment analysis, sources and uses of funds, accounting, debt administration, and extensive budgeting planning and forecasting.
- Analyzes, reviews, and prepares complex financial statements and reports; draws conclusions and makes recommendations; submits mandated reports to regulatory and grant agencies; ensures compliance with laws, codes, and regulations governing regulatory and municipal accounting.
- Ensures compliance with provisions of Federal, State, County and City statutes relating to financial matters.
- Researches, develops and prepares studies, reports, correspondence, and technical materials on financial matters.
- Responsible for completing the State Controller's Report, the Annual Comprehensive Financial Report (ACFR), and preparing other annual financial reports; coordinates the annual financial audit with external auditors.
- Provides financial data, financial information, and guidance to other City departments; provides timely and accurate monthly reports to the Departments.
- Performs other related duties as assigned.

MINIMUM QUALIFICATIONS:

- Bachelor's degree from an accredited college or university in Finance, Accounting, or a related field. A Master's degree and designation as a Certified Public Accountant (CPA) are highly desirable.
- Five (5) years of professional-level finance and accounting experience in a municipal agency or equivalent, of which at least three years involved supervision and/or lead direction of subordinate staff.

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

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Governmental Accounting Standards Board (GASB) and Generally Accepted Accounting Principles (GAAP) as they apply to municipal finance.
- Principles and practices of effective administration, including planning, directing, evaluating, and coordinating complex financial operations.
- Laws, ordinances, standards, and municipal finance and accounting regulations.
- Modern computer applications, including financial management software, with adaptability to new software as needed.
- Principles of effective supervision and training.

Skills and Ability to:

Communicate effectively in both written and verbal formats to ensure clarity in task assignments, report generation, and stakeholder interactions.

- Analyze and interpret financial data to identify trends, solve complex problems, and inform strategic decisions.
- Organize and manage multiple priorities, balancing deadlines and producing accurate work within resource constraints.
- Exercise sound judgment in handling sensitive and confidential information, maintaining security and integrity.
- Supervise and evaluate the performance of subordinate personnel, providing guidance and feedback to enhance productivity.
- Prepare, review, and present accurate, well-organized financial statements, reports, and recommendations to diverse stakeholders.
- Engage professionally with individuals at all organizational levels, fostering clear and effective communication.
- Manage and coordinate complex projects and programs, collaborating with departments to deliver results on time and within budget.
- Adapt to changing priorities, reprioritizing tasks as necessary to respond to emergent needs effectively.
- Utilize technology for data analysis, financial forecasting, and research, supporting informed financial planning and decision-making.
- Convey complex financial concepts clearly to diverse audiences, tailoring language and format as appropriate for the topic and audience.

WORKING CONDITIONS AND PHYSICAL DEMANDS:

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

Tasks are generally performed in a typical office environment. The position is generally sedentary. Employees usually sit but may walk or stand for brief periods. Tasks may require unassisted lifting, carrying, pushing, and/or pulling of lightweight objects up to 20 pounds. Tasks may require prolonged periods of visual concentration or keyboard/mouse use.

Requires the ability to speak, hear (perceive sound), and/or signal people to convey and exchange information; differentiate between colors or shades of color; read a variety of materials, at times complex; apply principles of rational problem-solving; record and deliver information, explain procedures, issue and follow oral and written instructions; and communicate effectively and efficiently in Standard English as the primary language while performing job duties.

FLSA Status: Exempt

CITY OF SOUTH PASADENA
SALARY SCHEDULE
Effective First Full Pay Period Following July 1, 2024

Amounts shown are annual, and monthly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CITY COUNCIL	N/A	$ 3,600	--	--	--	--	--	--
		$ 300	--	--	--	--	--	--
CITY TREASURER	N/A	$ 8,472	--	--	--	--	--	--
		$ 706	--	--	--	--	--	--

Amounts shown are annual, monthly, and hourly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CITY MANAGER	N/A	$ 239,498	--	--	--	--	--	--
		$ 19,958	--	--	--	--	--	--
		$ 115.14	--	--	--	--	--	--

Amounts shown are annual, monthly, and hourly equivalents.

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
ACCOUNT CLERK	PSEA	$ 46,668	$ 48,996	$ 51,444	$ 54,024	$ 56,724		
		$ 3,889	$ 4,083	$ 4,287	$ 4,502	$ 4,727		
		$ 22.44	$ 23.56	$ 24.73	$ 25.97	$ 27.27		
ACCOUNTANT	PSEA	$ 70,296	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,858	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.80	$ 35.48	$ 37.26	$ 39.12	$ 41.08		
ACCOUNTING TECHNICIAN I	PSEA	$ 52,752	$ 55,380	$ 58,152	$ 61,056	$ 64,116		
		$ 4,396	$ 4,615	$ 4,846	$ 5,088	$ 5,343		
		$ 25.36	$ 26.63	$ 27.96	$ 29.35	$ 30.83		
ACCOUNTING TECHNICIAN II	PSEA	$ 58,572	$ 61,500	$ 64,572	$ 67,800	$ 71,196		
		$ 4,881	$ 5,125	$ 5,381	$ 5,650	$ 5,933		
		$ 28.16	$ 29.57	$ 31.04	$ 32.60	$ 34.23		
ADMINISTRATIVE SECRETARY	PSEA	$ 57,012	$ 59,856	$ 62,856	$ 66,000	$ 69,300		
		$ 4,751	$ 4,988	$ 5,238	$ 5,500	$ 5,775		
		$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		
ASSISTANT PLANNER	PSEA	$ 70,296	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,858	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.80	$ 35.48	$ 37.26	$ 39.12	$ 41.08		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
ASSOCIATE CIVIL ENGINEER	PSEA	$ 87,732	$ 92,112	$ 96,720	$ 101,556	$ 106,632		
		$ 7,311	$ 7,676	$ 8,060	$ 8,463	$ 8,886		
		$ 42.18	$ 44.28	$ 46.50	$ 48.83	$ 51.27		
ASSOCIATE PLANNER	PSEA	$ 77,952	$ 81,840	$ 85,932	$ 90,240	$ 94,752		
		$ 6,496	$ 6,820	$ 7,161	$ 7,520	$ 7,896		
		$ 37.48	$ 39.35	$ 41.31	$ 43.38	$ 45.55		
BUILDING MAINTENANCE WORKER	PSEA	$ 59,676	$ 62,652	$ 65,784	$ 69,072	$ 72,528		
		$ 4,973	$ 5,221	$ 5,482	$ 5,756	$ 6,044		
		$ 28.69	$ 30.12	$ 31.63	$ 33.21	$ 34.87		
CIVIL ENGINEERING ASSISTANT	PSEA	$ 74,196	$ 77,904	$ 81,804	$ 85,896	$ 90,192		
		$ 6,183	$ 6,492	$ 6,817	$ 7,158	$ 7,516		
		$ 35.67	$ 37.45	$ 39.33	$ 41.30	$ 43.36		
COMMUNITY IMPROVEMENT COORDINATOR	PSEA	$ 61,068	$ 64,128	$ 67,332	$ 70,704	$ 74,232		
		$ 5,089	$ 5,344	$ 5,611	$ 5,892	$ 6,186		
		$ 29.36	$ 30.83	$ 32.37	$ 33.99	$ 35.69		
COMMUNITY SERVICES COORDINATOR	PSEA	$ 62,544	$ 65,664	$ 68,952	$ 72,396	$ 76,020		
		$ 5,212	$ 5,472	$ 5,746	$ 6,033	$ 6,335		
		$ 30.07	$ 31.57	$ 33.15	$ 34.81	$ 36.55		
DEPUTY CITY CLERK	PSEA	$ 70,296	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,858	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.80	$ 35.48	$ 37.26	$ 39.12	$ 41.08		
ELECTRICIAN	PSEA	$ 65,868	$ 69,168	$ 72,624	$ 76,260	$ 80,064		
		$ 5,489	$ 5,764	$ 6,052	$ 6,355	$ 6,672		
		$ 31.67	$ 33.25	$ 34.92	$ 36.66	$ 38.49		
FACILITIES AND PARKS SUPERVISOR	PSEA	$ 85,260	$ 89,520	$ 93,996	$ 98,700	$ 103,632		
		$ 7,105	$ 7,460	$ 7,833	$ 8,225	$ 8,636		
		$ 40.99	$ 43.04	$ 45.19	$ 47.45	$ 49.82		
FACILITIES MAINTENANCE SUPERVISOR	PSEA	$ 80,448	$ 84,480	$ 88,704	$ 93,132	$ 97,788		
		$ 6,704	$ 7,040	$ 7,392	$ 7,761	$ 8,149		
		$ 38.68	$ 40.62	$ 42.65	$ 44.78	$ 47.01		
FILM LIAISON	PSEA	$ 62,544	$ 65,664	$ 68,952	$ 72,396	$ 76,020		
		$ 5,212	$ 5,472	$ 5,746	$ 6,033	$ 6,335		
		$ 30.07	$ 31.57	$ 33.15	$ 34.81	$ 36.55		
GRANTS ANALYST	PSEA	$ 73,740	$ 77,424	$ 81,300	$ 85,368	$ 89,628		
		$ 6,145	$ 6,452	$ 6,775	$ 7,114	$ 7,469		
		$ 35.45	$ 37.22	$ 39.09	$ 41.04	$ 43.09		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
HUMAN RESOURCES ANALYST	PSEA	$ 73,740	$ 77,424	$ 81,300	$ 85,368	$ 89,628		
		$ 6,145	$ 6,452	$ 6,775	$ 7,114	$ 7,469		
		$ 35.45	$ 37.22	$ 39.09	$ 41.04	$ 43.09		
LIBRARIAN	PSEA	$ 69,480	$ 72,948	$ 76,596	$ 80,424	$ 84,456		
		$ 5,790	$ 6,079	$ 6,383	$ 6,702	$ 7,038		
		$ 33.40	$ 35.07	$ 36.83	$ 38.67	$ 40.60		
LIBRARY ASSOCIATE	PSEA	$ 55,464	$ 58,236	$ 61,152	$ 64,200	$ 67,416		
		$ 4,622	$ 4,853	$ 5,096	$ 5,350	$ 5,618		
		$ 26.67	$ 28.00	$ 29.40	$ 30.87	$ 32.41		
LIBRARY CLERK I	PSEA	$ 43,308	$ 45,468	$ 47,736	$ 50,124	$ 52,632		
		$ 3,609	$ 3,789	$ 3,978	$ 4,177	$ 4,386		
		$ 20.82	$ 21.86	$ 22.95	$ 24.10	$ 25.30		
LIBRARY CLERK II	PSEA	$ 47,328	$ 49,704	$ 52,188	$ 54,792	$ 57,528		
		$ 3,944	$ 4,142	$ 4,349	$ 4,566	$ 4,794		
		$ 22.75	$ 23.90	$ 25.09	$ 26.34	$ 27.66		
LIBRARY DIGITAL SERVICES MANAGER	PSEA	$ 70,296	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,858	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.80	$ 35.48	$ 37.26	$ 39.12	$ 41.08		
LIBRARY PUBLIC SERVICES MANAGER	PSEA	$ 94,500	$ 99,228	$ 104,184	$ 109,392	$ 114,864		
		$ 7,875	$ 8,269	$ 8,682	$ 9,116	$ 9,572		
		$ 45.43	$ 47.71	$ 50.09	$ 52.59	$ 55.22		
LIBRARY SUPPORT SERVICES MANAGER	PSEA	$ 94,500	$ 99,228	$ 104,184	$ 109,392	$ 114,864		
		$ 7,875	$ 8,269	$ 8,682	$ 9,116	$ 9,572		
		$ 45.43	$ 47.71	$ 50.09	$ 52.59	$ 55.22		
LIBRARY TECHNICAL ASSISTANT	PSEA	$ 56,604	$ 59,436	$ 62,400	$ 65,520	$ 68,796		
		$ 4,717	$ 4,953	$ 5,200	$ 5,460	$ 5,733		
		$ 27.21	$ 28.58	$ 30.00	$ 31.50	$ 33.08		
MAINTENANCE WORKER I	PSEA	$ 47,868	$ 50,268	$ 52,776	$ 55,416	$ 58,188		
		$ 3,989	$ 4,189	$ 4,398	$ 4,618	$ 4,849		
		$ 23.01	$ 24.17	$ 25.37	$ 26.64	$ 27.98		
MAINTENANCE WORKER II	PSEA	$ 52,128	$ 54,732	$ 57,480	$ 60,348	$ 63,360		
		$ 4,344	$ 4,561	$ 4,790	$ 5,029	$ 5,280		
		$ 25.06	$ 26.31	$ 27.63	$ 29.01	$ 30.46		
MANAGEMENT AIDE	PSEA	$ 57,012	$ 59,856	$ 62,856	$ 66,000	$ 69,300		
		$ 4,751	$ 4,988	$ 5,238	$ 5,500	$ 5,775		
		$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
MANAGEMENT ANALYST	PSEA	$ 73,740	$ 77,424	$ 81,300	$ 85,368	$ 89,628		
		$ 6,145	$ 6,452	$ 6,775	$ 7,114	$ 7,469		
		$ 35.45	$ 37.22	$ 39.09	$ 41.04	$ 43.09		
MANAGEMENT ASSISTANT	PSEA	$ 62,544	$ 65,664	$ 68,952	$ 72,396	$ 76,020		
		$ 5,212	$ 5,472	$ 5,746	$ 6,033	$ 6,335		
		$ 30.07	$ 31.57	$ 33.15	$ 34.81	$ 36.55		
PARKS SUPERVISOR	PSEA	$ 75,720	$ 79,500	$ 83,484	$ 87,660	$ 92,040		
		$ 6,310	$ 6,625	$ 6,957	$ 7,305	$ 7,670		
		$ 36.40	$ 38.22	$ 40.14	$ 42.14	$ 44.25		
PERMIT COUNTER TECHNICIAN	PSEA	$ 52,236	$ 54,852	$ 57,600	$ 60,480	$ 63,504		
		$ 4,353	$ 4,571	$ 4,800	$ 5,040	$ 5,292		
		$ 25.11	$ 26.37	$ 27.69	$ 29.08	$ 30.53		
PROGRAM SPECIALIST	PSEA	$ 57,012	$ 59,856	$ 62,856	$ 66,000	$ 69,300		
		$ 4,751	$ 4,988	$ 5,238	$ 5,500	$ 5,775		
		$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		
PUBLIC WORKS ASSISTANT	PSEA	$ 73,176	$ 76,836	$ 80,676	$ 84,708	$ 88,944		
		$ 6,098	$ 6,403	$ 6,723	$ 7,059	$ 7,412		
		$ 35.18	$ 36.94	$ 38.79	$ 40.73	$ 42.76		
PUBLIC WORKS INSPECTOR	PSEA	$ 72,372	$ 75,996	$ 79,788	$ 83,784	$ 87,972		
		$ 6,031	$ 6,333	$ 6,649	$ 6,982	$ 7,331		
		$ 34.79	$ 36.54	$ 38.36	$ 40.28	$ 42.29		
SENIOR COMMUNITY IMPROVEMENT COORDINATOR	PSEA	$ 70,284	$ 73,800	$ 77,496	$ 81,372	$ 85,440		
		$ 5,857	$ 6,150	$ 6,458	$ 6,781	$ 7,120		
		$ 33.79	$ 35.48	$ 37.26	$ 39.12	$ 41.08		
SENIOR ELECTRICIAN	PSEA	$ 70,476	$ 73,992	$ 77,700	$ 81,588	$ 85,656		
		$ 5,873	$ 6,166	$ 6,475	$ 6,799	$ 7,138		
		$ 33.88	$ 35.57	$ 37.36	$ 39.23	$ 41.18		
SENIOR MAINTENANCE WORKER	PSEA	$ 62,124	$ 65,232	$ 68,484	$ 71,916	$ 75,504		
		$ 5,177	$ 5,436	$ 5,707	$ 5,993	$ 6,292		
		$ 29.87	$ 31.36	$ 32.93	$ 34.58	$ 36.30		
SENIOR PLANNER	PSEA	$ 90,720	$ 95,256	$ 100,020	$ 105,012	$ 110,268		
		$ 7,560	$ 7,938	$ 8,335	$ 8,751	$ 9,189		
		$ 43.62	$ 45.80	$ 48.09	$ 50.49	$ 53.01		
SENIOR WATER PRODUCTION/TREATMENT OPERATOR	PSEA	$ 62,988	$ 66,132	$ 69,444	$ 72,912	$ 76,560		
		$ 5,249	$ 5,511	$ 5,787	$ 6,076	$ 6,380		
		$ 30.28	$ 31.79	$ 33.39	$ 35.05	$ 36.81		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
SENIOR WATER UTILITY WORKER	PSEA	$ 63,732	$ 66,924	$ 70,272	$ 73,788	$ 77,472		
		$ 5,311	$ 5,577	$ 5,856	$ 6,149	$ 6,456		
		$ 30.64	$ 32.18	$ 33.78	$ 35.48	$ 37.25		
STREET SUPERVISOR	PSEA	$ 76,536	$ 80,364	$ 84,372	$ 88,596	$ 93,024		
		$ 6,378	$ 6,697	$ 7,031	$ 7,383	$ 7,752		
		$ 36.80	$ 38.64	$ 40.56	$ 42.59	$ 44.72		
TRANSPORTATION DRIVER	PSEA	$ 43,308	$ 45,468	$ 47,748	$ 50,136	$ 52,644		
		$ 3,609	$ 3,789	$ 3,979	$ 4,178	$ 4,387		
		$ 20.82	$ 21.86	$ 22.96	$ 24.10	$ 25.31		
WATER CONSERVATION ANALYST	PSEA	$ 73,740	$ 77,424	$ 81,300	$ 85,368	$ 89,628		
		$ 6,145	$ 6,452	$ 6,775	$ 7,114	$ 7,469		
		$ 35.45	$ 37.22	$ 39.09	$ 41.04	$ 43.09		
WATER OPERATIONS SUPERVISOR	PSEA	$ 86,712	$ 91,044	$ 95,592	$ 100,368	$ 105,396		
		$ 7,226	$ 7,587	$ 7,966	$ 8,364	$ 8,783		
		$ 41.69	$ 43.77	$ 45.96	$ 48.25	$ 50.67		
WATER PRODUCTION/TREATMENT OPERATOR	PSEA	$ 57,900	$ 60,792	$ 63,840	$ 67,032	$ 70,380		
		$ 4,825	$ 5,066	$ 5,320	$ 5,586	$ 5,865		
		$ 27.84	$ 29.23	$ 30.69	$ 32.23	$ 33.84		
WATER UTILITY WORKER I	PSEA	$ 50,640	$ 53,172	$ 55,824	$ 58,620	$ 61,548		
		$ 4,220	$ 4,431	$ 4,652	$ 4,885	$ 5,129		
		$ 24.35	$ 25.56	$ 26.84	$ 28.18	$ 29.59		
WATER UTILITY WORKER II	PSEA	$ 56,580	$ 59,412	$ 62,388	$ 65,508	$ 68,784		
		$ 4,715	$ 4,951	$ 5,199	$ 5,459	$ 5,732		
		$ 27.20	$ 28.56	$ 29.99	$ 31.49	$ 33.07		
ACCOUNTING MANAGER - CONTROLLER$_1$	UNREPRESENTED	$ 110,784	$ 116,328	$ 122,148	$ 128,256	$ 134,664	$ 141,396	$ 148,464
		$ 9,232	$ 9,694	$ 10,179	$ 10,688	$ 11,222	$ 11,783	$ 12,372
		$ 53.26	$ 55.93	$ 58.73	$ 61.66	$ 64.74	$ 67.98	$ 71.38
ASSISTANT CITY MANAGER	UNREPRESENTED	$ 151,632	$ 159,216	$ 167,172	$ 175,536	$ 184,308	$ 193,524	$ 203,208
		$ 12,636	$ 13,268	$ 13,931	$ 14,628	$ 15,359	$ 16,127	$ 16,934
		$ 72.90	$ 76.55	$ 80.37	$ 84.39	$ 88.61	$ 93.04	$ 97.70
ASSISTANT LIBRARY DIRECTOR	UNREPRESENTED	$ 96,516	$ 101,340	$ 106,404	$ 111,732	$ 117,312	$ 123,180	$ 129,336
		$ 8,043	$ 8,445	$ 8,867	$ 9,311	$ 9,776	$ 10,265	$ 10,778
		$ 46.40	$ 48.72	$ 51.16	$ 53.72	$ 56.40	$ 59.22	$ 62.18
ASSISTANT TO THE CITY MANAGER	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27
BUDGET AND PURCHASING MANAGER$_2$	UNREPRESENTED	$ 110,784	$ 116,328	$ 122,148	$ 128,256	$ 134,664	$ 141,396	$ 148,464
		$ 9,232	$ 9,694	$ 10,179	$ 10,688	$ 11,222	$ 11,783	$ 12,372
		$ 53.26	$ 55.93	$ 58.73	$ 61.66	$ 64.74	$ 67.98	$ 71.38

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
CHIEF CITY CLERK	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27
COMMUNITY DEVELOPMENT DIRECTOR	UNREPRESENTED	$ 139,764	$ 146,760	$ 154,092	$ 161,796	$ 169,884	$ 178,380	$ 187,308
		$ 11,647	$ 12,230	$ 12,841	$ 13,483	$ 14,157	$ 14,865	$ 15,609
		$ 67.19	$ 70.56	$ 74.08	$ 77.79	$ 81.68	$ 85.76	$ 90.05
COMMUNITY SERVICES DIRECTOR	UNREPRESENTED	$ 136,284	$ 143,100	$ 150,252	$ 157,764	$ 165,648	$ 173,928	$ 182,628
		$ 11,357	$ 11,925	$ 12,521	$ 13,147	$ 13,804	$ 14,494	$ 15,219
		$ 65.52	$ 68.80	$ 72.24	$ 75.85	$ 79.64	$ 83.62	$ 87.80
COMMUNITY SERVICES SUPERVISOR	UNREPRESENTED	$ 66,984	$ 70,332	$ 73,848	$ 77,544	$ 81,420	$ 85,488	$ 89,772
		$ 5,582	$ 5,861	$ 6,154	$ 6,462	$ 6,785	$ 7,124	$ 7,481
		$ 32.20	$ 33.81	$ 35.50	$ 37.28	$ 39.14	$ 41.10	$ 43.16
DEPUTY CITY MANAGER	UNREPRESENTED	$ 145,236	$ 152,496	$ 160,128	$ 168,132	$ 176,532	$ 185,364	$ 194,628
		$ 12,103	$ 12,708	$ 13,344	$ 14,011	$ 14,711	$ 15,447	$ 16,219
		$ 69.83	$ 73.32	$ 76.98	$ 80.83	$ 84.87	$ 89.12	$ 93.57
DEPUTY COMMUNITY DEVELOPMENT DIRECTOR	UNREPRESENTED	$ 110,784	$ 116,316	$ 122,136	$ 128,244	$ 134,652	$ 141,384	$ 148,452
		$ 9,232	$ 9,693	$ 10,178	$ 10,687	$ 11,221	$ 11,782	$ 12,371
		$ 53.26	$ 55.92	$ 58.72	$ 61.66	$ 64.74	$ 67.97	$ 71.37
DEPUTY COMMUNITY SERVICES DIRECTOR	UNREPRESENTED	$ 105,240	$ 110,508	$ 116,028	$ 121,836	$ 127,932	$ 134,328	$ 141,036
		$ 8,770	$ 9,209	$ 9,669	$ 10,153	$ 10,661	$ 11,194	$ 11,753
		$ 50.60	$ 53.13	$ 55.78	$ 58.58	$ 61.51	$ 64.58	$ 67.81
DEPUTY DIRECTOR OF PUBLIC WORKS	UNREPRESENTED	$ 114,288	$ 120,000	$ 126,000	$ 132,300	$ 138,912	$ 145,860	$ 153,156
		$ 9,524	$ 10,000	$ 10,500	$ 11,025	$ 11,576	$ 12,155	$ 12,763
		$ 54.95	$ 57.69	$ 60.58	$ 63.61	$ 66.78	$ 70.13	$ 73.63
DEPUTY FINANCE DIRECTOR/CONTROLLER	UNREPRESENTED	$ 110,784	$ 116,328	$ 122,148	$ 128,256	$ 134,664	$ 141,396	$ 148,464
		$ 9,232	$ 9,694	$ 10,179	$ 10,688	$ 11,222	$ 11,783	$ 12,372
		$ 53.26	$ 55.93	$ 58.73	$ 61.66	$ 64.74	$ 67.98	$ 71.38
DEPUTY FIRE CHIEF	UNREPRESENTED	$ 133,908	$ 140,604	$ 147,636	$ 155,016	$ 162,768	$ 170,904	$ 179,448
		$ 11,159	$ 11,717	$ 12,303	$ 12,918	$ 13,564	$ 14,242	$ 14,954
		$ 64.38	$ 67.60	$ 70.98	$ 74.53	$ 78.25	$ 82.17	$ 86.27
DEPUTY POLICE CHIEF	UNREPRESENTED	$ 149,484	$ 156,960	$ 164,808	$ 173,052	$ 181,704	$ 190,788	$ 200,328
		$ 12,457	$ 13,080	$ 13,734	$ 14,421	$ 15,142	$ 15,899	$ 16,694
		$ 71.87	$ 75.46	$ 79.23	$ 83.20	$ 87.36	$ 91.73	$ 96.31
ENVIRONMENTAL & SUSTAINABILITY MANAGER	UNREPRESENTED	$ 95,112	$ 99,864	$ 104,856	$ 110,100	$ 115,608	$ 121,392	$ 127,452
		$ 7,926	$ 8,322	$ 8,738	$ 9,175	$ 9,634	$ 10,116	$ 10,621
		$ 45.73	$ 48.01	$ 50.41	$ 52.93	$ 55.58	$ 58.36	$ 61.28

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
EXECUTIVE ASSISTANT	UNREPRESENTED	$ 72,564	$ 76,188	$ 79,992	$ 84,000	$ 88,200	$ 92,604	$ 97,236
		$ 6,047	$ 6,349	$ 6,666	$ 7,000	$ 7,350	$ 7,717	$ 8,103
		$ 34.89	$ 36.63	$ 38.46	$ 40.38	$ 42.40	$ 44.52	$ 46.75
FINANCE DIRECTOR	UNREPRESENTED	$ 154,260	$ 161,976	$ 170,076	$ 178,584	$ 187,512	$ 196,884	$ 206,724
		$ 12,855	$ 13,498	$ 14,173	$ 14,882	$ 15,626	$ 16,407	$ 17,227
		$ 74.16	$ 77.87	$ 81.77	$ 85.86	$ 90.15	$ 94.66	$ 99.39
FINANCE MANAGER	UNREPRESENTED	$ 101,004	$ 106,056	$ 111,360	$ 116,928	$ 122,772	$ 128,916	$ 135,360
		$ 8,417	$ 8,838	$ 9,280	$ 9,744	$ 10,231	$ 10,743	$ 11,280
		$ 48.56	$ 50.99	$ 53.54	$ 56.22	$ 59.03	$ 61.98	$ 65.08
FIRE CHIEF	UNREPRESENTED	$ 166,500	$ 174,828	$ 183,564	$ 192,744	$ 202,380	$ 212,508	$ 223,128
		$ 13,875	$ 14,569	$ 15,297	$ 16,062	$ 16,865	$ 17,709	$ 18,594
		$ 80.05	$ 84.05	$ 88.25	$ 92.67	$ 97.30	$ 102.17	$ 107.27
FIRE DIVISION CHIEF	UNREPRESENTED	$ 121,944	$ 128,052	$ 134,448	$ 141,168	$ 148,236	$ 155,640	$ 163,428
		$ 10,162	$ 10,671	$ 11,204	$ 11,764	$ 12,353	$ 12,970	$ 13,619
		$ 41.88	$ 43.97	$ 46.17	$ 48.48	$ 50.91	$ 53.45	$ 56.12
HUMAN RESOURCES & RISK MANAGER	UNREPRESENTED	$ 118,812	$ 124,752	$ 130,992	$ 137,544	$ 144,420	$ 151,644	$ 159,228
		$ 9,901	$ 10,396	$ 10,916	$ 11,462	$ 12,035	$ 12,637	$ 13,269
		$ 57.12	$ 59.98	$ 62.98	$ 66.13	$ 69.43	$ 72.91	$ 76.55
LIBRARY DIRECTOR	UNREPRESENTED	$ 129,984	$ 136,488	$ 143,316	$ 150,480	$ 158,004	$ 165,900	$ 174,192
		$ 10,832	$ 11,374	$ 11,943	$ 12,540	$ 13,167	$ 13,825	$ 14,516
		$ 62.49	$ 65.62	$ 68.90	$ 72.35	$ 75.96	$ 79.76	$ 83.75
MANAGEMENT SERVICES DIRECTOR	UNREPRESENTED	$ 139,764	$ 146,760	$ 154,104	$ 161,796	$ 169,896	$ 178,392	$ 187,308
		$ 11,647	$ 12,230	$ 12,842	$ 13,483	$ 14,158	$ 14,866	$ 15,609
		$ 67.19	$ 70.56	$ 74.09	$ 77.79	$ 81.68	$ 85.77	$ 90.05
PLANNING MANAGER	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27
POLICE CHIEF	UNREPRESENTED	$ 166,500	$ 174,828	$ 183,564	$ 192,744	$ 202,380	$ 212,496	$ 223,128
		$ 13,875	$ 14,569	$ 15,297	$ 16,062	$ 16,865	$ 17,708	$ 18,594
		$ 80.05	$ 84.05	$ 88.25	$ 92.67	$ 97.30	$ 102.16	$ 107.27
POLICE LIEUTENANT	UNREPRESENTED	$ 111,600	$ 117,180	$ 123,048	$ 129,192	$ 135,660	$ 142,440	$ 149,556
		$ 9,300	$ 9,765	$ 10,254	$ 10,766	$ 11,305	$ 11,870	$ 12,463
		$ 53.65	$ 56.34	$ 59.16	$ 62.11	$ 65.22	$ 68.48	$ 71.90
PRINCIPAL ENGINEER	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
PRINCIPAL MANAGEMENT ANALYST	UNREPRESENTED	$ 104,412	$ 109,632	$ 115,104	$ 120,864	$ 126,912	$ 133,248	$ 139,920
		$ 8,701	$ 9,136	$ 9,592	$ 10,072	$ 10,576	$ 11,104	$ 11,660
		$ 50.20	$ 52.71	$ 55.34	$ 58.11	$ 61.02	$ 64.06	$ 67.27
PUBLIC WORKS DIRECTOR	UNREPRESENTED	$ 139,764	$ 146,760	$ 154,092	$ 161,796	$ 169,884	$ 178,380	$ 187,308
		$ 11,647	$ 12,230	$ 12,841	$ 13,483	$ 14,157	$ 14,865	$ 15,609
		$ 67.19	$ 70.56	$ 74.08	$ 77.79	$ 81.68	$ 85.76	$ 90.05
PUBLIC WORKS OPERATION MANAGER	UNREPRESENTED	$ 95,112	$ 99,864	$ 104,856	$ 110,100	$ 115,608	$ 121,392	$ 127,452
		$ 7,926	$ 8,322	$ 8,738	$ 9,175	$ 9,634	$ 10,116	$ 10,621
		$ 45.73	$ 48.01	$ 50.41	$ 52.93	$ 55.58	$ 58.36	$ 61.28
SENIOR CIVIL ENGINEER	UNREPRESENTED	$ 91,368	$ 95,940	$ 100,740	$ 105,780	$ 111,060	$ 116,616	$ 122,448
		$ 7,614	$ 7,995	$ 8,395	$ 8,815	$ 9,255	$ 9,718	$ 10,204
		$ 43.93	$ 46.13	$ 48.43	$ 50.86	$ 53.39	$ 56.07	$ 58.87
SENIOR HUMAN RESOURCES ANALYST	UNREPRESENTED	$ 77,340	$ 81,204	$ 85,260	$ 89,532	$ 94,008	$ 98,700	$ 103,644
		$ 6,445	$ 6,767	$ 7,105	$ 7,461	$ 7,834	$ 8,225	$ 8,637
		$ 37.18	$ 39.04	$ 40.99	$ 43.04	$ 45.20	$ 47.45	$ 49.83
SENIOR MANAGEMENT ANALYST	UNREPRESENTED	$ 77,340	$ 81,204	$ 85,260	$ 89,532	$ 94,008	$ 98,700	$ 103,644
		$ 6,445	$ 6,767	$ 7,105	$ 7,461	$ 7,834	$ 8,225	$ 8,637
		$ 37.18	$ 39.04	$ 40.99	$ 43.04	$ 45.20	$ 47.45	$ 49.83
TRANSPORTATION PROGRAM MANAGER	UNREPRESENTED	$ 91,368	$ 95,940	$ 100,728	$ 105,768	$ 111,060	$ 116,616	$ 122,436
		$ 7,614	$ 7,995	$ 8,394	$ 8,814	$ 9,255	$ 9,718	$ 10,203
		$ 43.93	$ 46.13	$ 48.43	$ 50.85	$ 53.39	$ 56.07	$ 58.86
WATER OPERATIONS MANAGER	UNREPRESENTED	$ 102,084	$ 107,196	$ 112,548	$ 118,176	$ 124,092	$ 130,296	$ 136,800
		$ 8,507	$ 8,933	$ 9,379	$ 9,848	$ 10,341	$ 10,858	$ 11,400
		$ 49.08	$ 51.54	$ 54.11	$ 56.82	$ 59.66	$ 62.64	$ 65.77
FIRE CAPTAIN	FFA	$ 111,624	$ 117,204	$ 123,072	$ 129,228	$ 135,684		
		$ 9,302	$ 9,767	$ 10,256	$ 10,769	$ 11,307		
		$ 38.33	$ 40.25	$ 42.26	$ 44.38	$ 46.59		
FIREFIGHTER/PARAMEDIC	FFA	$ 96,180	$ 100,992	$ 106,044	$ 111,348	$ 116,916		
		$ 8,015	$ 8,416	$ 8,837	$ 9,279	$ 9,743		
		$ 33.03	$ 34.68	$ 36.42	$ 38.24	$ 40.15		
FIRE ENGINEER	FFA	$ 91,944	$ 96,540	$ 101,364	$ 106,428	$ 111,756	$ 117,336	
		$ 7,662	$ 8,045	$ 8,447	$ 8,869	$ 9,313	$ 9,778	
		$ 31.57	$ 33.15	$ 34.81	$ 36.55	$ 38.38	$ 40.29	
FIREFIGHTER	FFA	$ 72,960	$ 76,608	$ 80,448	$ 84,468	$ 88,692		
		$ 6,080	$ 6,384	$ 6,704	$ 7,039	$ 7,391		
		$ 25.05	$ 26.31	$ 27.63	$ 29.01	$ 30.46		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
FIRE INSPECTOR	FFA	$ 79,140	$ 83,100	$ 87,252	$ 91,620	$ 96,192		
		$ 6,595	$ 6,925	$ 7,271	$ 7,635	$ 8,016		
		$ 38.05	$ 39.95	$ 41.95	$ 44.05	$ 46.25		
POLICE SERGEANT	POA	$ 115,788	$ 121,572	$ 127,656	$ 134,040	$ 140,736		
		$ 9,649	$ 10,131	$ 10,638	$ 11,170	$ 11,728		
		$ 55.67	$ 58.45	$ 61.37	$ 64.44	$ 67.66		
POLICE CORPORAL	POA	$ 96,492	$ 101,328	$ 106,392	$ 111,708	$ 117,288		
		$ 8,041	$ 8,444	$ 8,866	$ 9,309	$ 9,774		
		$ 46.39	$ 48.72	$ 51.15	$ 53.71	$ 56.39		
POLICE OFFICER	POA	$ 87,720	$ 92,100	$ 96,708	$ 101,544	$ 106,620		
		$ 7,310	$ 7,675	$ 8,059	$ 8,462	$ 8,885		
		$ 42.17	$ 44.28	$ 46.49	$ 48.82	$ 51.26		
POLICE OFFICER RECRUIT	POA	$ 84,408	$ 88,620	$ 93,060	$ 97,704	$ 102,600		
		$ 7,034	$ 7,385	$ 7,755	$ 8,142	$ 8,550		
		$ 40.58	$ 42.61	$ 44.74	$ 46.97	$ 49.33		
POLICE ASSISTANT	POA	$ 59,088	$ 62,052	$ 65,148	$ 68,412	$ 71,832		
		$ 4,924	$ 5,171	$ 5,429	$ 5,701	$ 5,986		
		$ 28.41	$ 29.83	$ 31.32	$ 32.89	$ 34.53		
POLICE ASSISTANT II	POA	$ 65,004	$ 68,244	$ 71,664	$ 75,240	$ 79,008		
		$ 5,417	$ 5,687	$ 5,972	$ 6,270	$ 6,584		
		$ 31.25	$ 32.81	$ 34.45	$ 36.17	$ 37.98		
POLICE CLERK I	POA	$ 41,940	$ 44,040	$ 46,236	$ 48,552	$ 50,976		
		$ 3,495	$ 3,670	$ 3,853	$ 4,046	$ 4,248		
		$ 20.16	$ 21.17	$ 22.23	$ 23.34	$ 24.51		
POLICE CLERK II	POA	$ 48,096	$ 50,508	$ 53,028	$ 55,680	$ 58,464		
		$ 4,008	$ 4,209	$ 4,419	$ 4,640	$ 4,872		
		$ 23.12	$ 24.28	$ 25.49	$ 26.77	$ 28.11		
PARKING CONTROL OFFICER	POA	$ 51,408	$ 53,976	$ 56,676	$ 59,508	$ 62,484		
		$ 4,284	$ 4,498	$ 4,723	$ 4,959	$ 5,207		
		$ 24.72	$ 25.95	$ 27.25	$ 28.61	$ 30.04		
SENIOR CLERK	POA	$ 63,156	$ 66,312	$ 69,636	$ 73,104	$ 76,764		
		$ 5,263	$ 5,526	$ 5,803	$ 6,092	$ 6,397		
		$ 30.36	$ 31.88	$ 33.48	$ 35.15	$ 36.91		
PRINCIPAL MANAGEMENT ANALYST	PSEA-PT	$ 50.20	$ 52.71	$ 55.35	$ 58.11	$ 61.02		
SENIOR MANAGEMENT ANALYST	PSEA-PT	$ 40.99	$ 43.04	$ 45.19	$ 47.45	$ 49.82		
MANAGEMENT ANALYST	PSEA-PT	$ 35.45	$ 37.22	$ 39.08	$ 41.04	$ 43.09		

POSITION TITLE	BARGAINING UNIT	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
COMMUNITY SERVICES COORDINATOR	PSEA-PT	$ 31.53	$ 33.11	$ 34.76	$ 36.50	$ 38.32		
MANAGEMENT ASSISTANT	PSEA-PT	$ 30.53	$ 32.06	$ 33.66	$ 35.34	$ 37.11		
REFERENCE LIBRARIAN	PSEA-PT	$ 33.41	$ 35.08	$ 36.83	$ 38.68	$ 40.61		
LIBRARIAN	PSEA-PT	$ 33.41	$ 35.08	$ 36.83	$ 38.68	$ 40.61		
MANAGEMENT AIDE	PSEA-PT	$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		
PROGRAM SPECIALIST	PSEA-PT	$ 27.41	$ 28.78	$ 30.22	$ 31.73	$ 33.32		
FILM LIAISON	PSEA-PT	$ 30.07	$ 31.57	$ 33.15	$ 34.81	$ 36.55		
MANAGEMENT INTERN (INCUMBENT)	PSEA-PT	$ 24.39	$ 25.61	$ 26.89	$ 28.23	$ 29.65		
MANAGEMENT INTERN (HIRED AFTER 11/5/14)	PSEA-PT	$ 24.39	$ 25.61	$ 26.89	--	--		
FIRE PREVENTION SPECIALIST	PSEA-PT	$ 23.66	$ 24.84	$ 26.09	$ 27.39	$ 28.76		
RECREATION CAMP DIRECTOR	PSEA-PT	$ 23.66	$ 24.84	$ 26.09	$ 27.39	$ 28.76		
MAINTENANCE ASSISTANT	PSEA-PT	$ 22.54	$ 23.67	$ 24.85	$ 26.09	$ 27.40		
LEAD TRANSPORTATION DRIVER	PSEA-PT	$ 22.54	$ 23.67	$ 24.85	$ 26.09	$ 27.40		
TRANSPORTATION DRIVER	PSEA-PT	$ 20.82	$ 21.86	$ 22.95	$ 24.10	$ 25.31		
RECREATION LEADER	PSEA-PT	$ 17.95	$ 18.85	$ 19.79	$ 20.78	$ 21.82		
SITE MANAGER	PSEA-PT	$ 17.95	$ 18.85	$ 19.79	$ 20.78	$ 21.82		
TYPIST CLERK II	PSEA-PT	$ 17.51	$ 18.39	$ 19.30	$ 20.27	$ 21.28		
PARKING CONTROL AIDE	PSEA-PT	$ 17.35	$ 18.22	$ 19.13	$ 20.08	$ 21.09		
INTERN (INCUMBENT)	PSEA-PT	$ 17.18	$ 18.04	$ 18.94	$ 19.89	$ 20.88		
INTERN (HIRED AFTER 11/5/14)	PSEA-PT	$ 17.18	$ 18.04	$ 18.94	--	--		
TYPIST CLERK I	PSEA-PT	$ 16.55	$ 17.38	$ 18.25	$ 19.16	$ 20.12		
POLICE CADET	PSEA-PT	$ 16.96	$ 17.81	$ 18.70	$ 19.63	$ 20.61		
ACCOUNTING CLERK	PSEA-PT	$ 16.94	$ 17.79	$ 18.68	$ 19.61	$ 20.59		
LIBRARY AIDE II	PSEA-PT	$ 16.78	$ 17.62	$ 18.50	$ 19.42	$ 20.40		
LIBRARY AIDE I	PSEA-PT	$ 16.32	$ 17.14	$ 17.99	$ 18.89	$ 19.84		
HIGH SCHOOL INTERN (INCUMBENT)	PSEA-PT	$ 16.32	$ 17.14	$ 17.99	$ 18.89	$ 19.84		
HIGH SCHOOL INTERN (HIRED AFTER 11/5/14)	PSEA-PT	$ 16.32	$ 17.14	$ 17.99	--	--		

Actual salary may differ due to rounding.

1. Effective 11/20/2024 Accounting Manager-Controller
(Position update - title, job description, salary)

2. Effective 11/20/2024 Budget and Purchasing Manager
(New position)

City Council Agenda Report

ITEM NO. 21

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

SUBJECT: **CONSIDERATION OF APPROVAL OF TASK ORDERS WITH WILLDAN FOR A COMPREHENSIVE USER FEE STUDY, COST ALLOCATION PLAN, AND DEVELOPMENT IMPACT FEE STUDY**

Recommendation

It is recommended that the City Council:

1. Consider approval of a Task Order in the amount of $45,000 in the final form approved by the City Attorney, under an existing Master On-Call Professional Services Agreement with Willdan to conduct a Comprehensive User Fee Study and develop a Cost Allocation Plan to support the City's master fee schedule and funding of internal services; and
2. Consider approval of a Task Order in the amount of $50,000 in the final form approved by the City Attorney, under an existing Master On-Call Professional Services Agreement with Willdan to conduct a Development Impact Fee Study to support funding for City infrastructure capacity improvements.

Executive Summary

These task orders request approval to conduct the necessary studies and plan evaluations to appropriately and legally support City fee schedules and programming of funds for internal services.

Background

The City's Departments are responsible for implementing fees to recover costs for requested/discretionary services, such as permit fees for construction encroachment or rental fees to utilize a City-owned recreational facility. The service fees are published in a master fee schedule and considered for adjustment and adoption each year during the budget cycle.

A user fee study and cost allocation plan are intended to ensure fees for requested services are updated to reflect current practices, account for the true cost of providing City services, incorporate provisions for overhead rates and costs related to indirect support, and maximize appropriate cost recovery.

A development impact fee study is intended to understand the financial impacts of foreseeable future development on the City's public services and infrastructure, and to identify potential gaps in funding for those necessary improvements. In both efforts, the City expects to update user and impact fees to ensure a fair and reasonable fee structure, while, in the case of impact fees, meeting the requirements of the California Mitigation Fee Act (California Government Code 66000 et seq). Resulting impact fees are intended to fund new development's share of

planned facilities, while not overburdening development with unnecessary costs.

As discussed during the Fiscal Year 2024-2025 budget adoption process, these proposed task orders will conduct the studies and evaluation work necessary to appropriately and legally support City fee schedules and programming of funds to support internal services.

Analysis

On July 27, 2022, the City Council authorized the approval of multiple Master Service Agreements with professional services consultants for Public Works related on-call assignments. Willdan is one of the consultants approved by the City Council, having submitted a proposal to provide public works and development land use services and program and project management services, among other services.

For the proposed first task order Comprehensive User Fee Study and Cost Allocation Plan (Attachment 1), Willdan will work directly with personnel at the City who provide services and interact directly with residents and customers. The work is to understand the personnel and procedures involved, and examining these processes to identify costs, such as direct staff costs (salaries and benefits), associated with personnel involved in the activities, and appropriate overhead allocations from both the department and City levels. The User Fee Study shall utilize two methods: determining the actual labor and material costs associated with providing a services to a single user to calculate fees, and also review costs at a program level, then allocating costs to participants on an occurrence basis; taking total service costs across a substantial sample period (a year) and dividing by the total number of services delivered over that same period to estimate costs per service. The Cost Allocation Plan (CAP) shall demonstrate that indirect costs associated with central overhead services, such as finance, human resources, or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services. The CAP shall be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as Federal Office of Management and Budget (OMB) A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. All efforts shall include on-site data gathering, public engagement, and user-friendly models and reports.

For the proposed second task order (Attachment 2), Willdan will work with the City to create a Development Impact Fee Study, calculated to fund the cost of facilities required to accommodate growth, consistent with the Mitigation Fee Act, Quimby Act and other relevant laws (including AB 602), and responsive to the City's needs and specific local circumstances. The Study shall:

- Estimate existing development and future growth, identifying a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- Identify facility standards, determining the facility standards used to plan for new and expanded facilities;
- Determine facilities required to serve new development and their costs, estimating the total amount and cost of planned facilities, and identifying the share required to accommodate new development; and
- Calculate a fee schedule, allocating facilities costs per unit of new development to calculate the public facilities fee schedule.

Willdan is well qualified to complete the scope of work required. The team is experienced with the City through its involvement in numerous other projects with the Public Works Department.

Willdan has extensive local experience with similar projects, having worked with cities near South Pasadena, and throughout Southern California, on Cost Allocation and User Fee projects with objectives very similar to those for this study. Recent and ongoing studies include the Cities of West Hollywood, Burbank, El Monte, Los Alamitos, Lynwood, Stanton, Montebello, Arcadia, Pomona, Indian Wells, Palm Desert, Claremont, Chino Hills, Chino, and Fontana. Willdan's cost allocation methodologies and models have been reviewed and approved by agencies such as the U.S. Army and recently, the U.S. Department of Housing and Urban Development. The firm creates user-friendly Excel-based models that can potentially mirror the City's budget format, and that the City can retain for future use. The Willdan team is experienced at communicating complex analytical results in a manner that is easy to understand by non-finance-oriented individuals and will develop the model collaboratively with City staff.

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

Fiscal Impact
Adequate funding for the comprehensive user fee study and cost allocation plan has been adopted in the Fiscal Year (FY) 2024-2025 Budget under the Finance Department Professional Services Account No. 101-3010-3011-8170-000, with $45,000 out of $164,032 appropriated for this task order. Adequate funding for the development impact fee study has been adopted in the Fiscal Year (FY) 2024-2025 Budget under the Public Works Department Professional Services Account No. 101-6010-6011-8170-000, with $50,000 out of $170,000 appropriated for this task order.

Key Performance Indicators and Strategic Plan
This item is related to the Strategic Plan goal to Develop and Implement Fiscal Policy to Ensure Financial Future

Commission Review and Recommendation
This item was not reviewed by a City Commission.

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.

Environmental Analysis
The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect change in the environment.

Attachment:
Attachment No. 1 - User Fee Study & Cost Allocation Plan Task Order
Attachment No. 2 - Development Impact Fee Study Task Order
Attachment No. 3 - Executed Master Services Agreement

TASK ORDER NO. WIL2010-006

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-108)

This Task Order No. **WIL2010-006** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and Willdan Engineering ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **September 26, 2022** by which the Consultant agreed to perform **Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services and Program, Project & Grant Management Servies** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

Conduct a Comprehensive User Fee Study and Cost Allocation Plan

Consultant shall prepare a Comprehensive User Fee Study and prepare a Cost Allocation Plan (CAP). For the Comprehensive User Fee Study, the Consultant shall work directly with personnel at the City who provide services and interact directly with residents and customers, to understand the personnel and procedures involved, and examining these processes to identify costs, such as direct staff costs (salaries and benefits), associated with personnel involved in the activities, and appropriate overhead allocations from both the department and City levels. The User Fee Study shall utilize two methods: determining the actual labor and material costs associated with providing a services to a single user to calculate fees, and also review costs at a program level, then allocating costs to participants on an occurrence basis; taking total service costs across a substantial sample period (a year) and dividing by the total number of services delivered over that same period to estimate costs per service. The CAP shall demonstrate that indirect costs associated with central overhead services, such as finance, human resources, or city clerk, are appropriately allocated to operating departments, and ultimately included as a cost component of fees for services. The CAP shall be compliant with 2 CFR Part 200 Federal regulations related to cost reimbursement and grant funding, formerly known as Federal Office of Management and Budget (OMB) A-87 and 2 CFR Part 225 guidelines, which have now been superseded by the Omni Circular. All efforts shall include on-site data gathering, public engagement, and user-friendly models and reports.

Task 1 – Comprehensive User Fee Study:

a. Initial Document Request: Consultant shall conduct initial due diligence and obtain study-related data. Prior to the kick-off meeting, Consultant shall obtain and review relevant documentation to further enhance the understanding of the services, fees, and rates to be studied. Consultant shall send a written request for data to the City. It shall be noted that Time Survey data is not part of this request and shall be gathered during the on-site interviews described in Task 1.e. Consultant shall request information and documentation on current fees and fee programs, activity levels, and budget and staffing information (to the extent not already available) related specifically to programs and activities which have associated fees, and for which the City has this level of detail. Deliverable(s) include: Consultant shall submit an information request to the City. The City shall provide requested data to the Consultant (prior to Task 1.c, Kick-off Meeting/Refine Scope). Consultant shall follow up with the City to confirm in writing the data that has been received, or which is still outstanding.

b. Compile Inventory of Current and Potential Fees: Consultant shall identify a schedule of fees and methodology for calculating the fees. Consultant shall comprise the parameters of the fee study based on the results of the initial document request and independent research, incorporating existing fees into the model. Task includes: a potential conference call with the City that may be necessary to discuss new fees to implement or existing fees that may no longer be required. Deliverable(s) include: one (1) draft list of current fees based on initial data provided (to be discussed and finalized during the kick-off call). The City shall review the completed fee schedule with comments/revisions to be discussed during the kick-off meeting.

c. Kick-off Conference Call / Refine Scope: Consultant shall confirm goals and objectives for the Comprehensive User Fee Study, identify and discuss policy considerations typically associated with a User Fee Study with the City, for instance cost recovery/subsidy policies, address gaps in data, and refining appropriate existing or new fee categories (based on Task 1.b). Consultant shall verify the understanding of the City's goals, the City's cost-recovery policy for user fees, and to fill any gaps in data/information necessary for the task. It is important for the City and Consultant to identify and address any foreseeable problems and maintain open communication throughout the process. During this call, Consultant shall request that the City identify a project manager who shall serve as the primary contact for the task. The project manager shall have responsibility for ensuring that all available data is provided in a timely manner, thereby maintaining adherence to the task schedule. Task includes: one (1) project kick-off call to initiate the entire task, discuss data needs, and address policy objectives. Consultant shall conduct the Task 2 Cost Allocation Plan kick-off during this same meeting, to maximize efficiency and cost effectiveness of City staff and Consultant time. Deliverable(s) include: a revised task scope and schedule (if needed); and a brief summary of policy decisions (if needed). The City shall provide further data needs and determine/introduce the City's project manager.

d. Develop User Fee Model: This task includes the Consultant's development and testing of the model ultimately used to calculate the departmental fees, based on data and

information gathered in previous tasks and in the Time Survey Interviews. Consultant's key model inputs shall include staff and allocated overhead costs per position, and relevant budget data on salaries and benefits. Most of this information shall be developed by the Consultant during the cost allocation plan phase of this task order and shall be incorporated directly into the user fee model. Consultant shall request clarification and/or additional data if necessary. The model shall build upon the cost allocation plan results, to provide an allocation of administrative and overhead costs to fee related activities and departments providing services to customers, so that fees and billable rate schedules incorporate applicable costs. Furthermore, the fees and rates charged to customers shall also reflect the cost of the services being provided, to the extent possible given policy and/or political considerations. Deliverable(s) include: one (1) user-friendly model in Microsoft Excel format, which, when finalized, City staff can use to calculate fee changes annually, or as often as deemed appropriate by the City Council.

e. Staff Interviews and On-site Information Gathering: Consultant shall meet with City staff to complete Time Surveys and understand service delivery processes. In order to assist staff with the completion of the survey worksheets, Consultant shall schedule one-and-a-half (1.5) day of meetings with staff; however, the number of meetings needed may vary depending on the number of staff and departments involved. Consultant shall conduct interviews with supervisors/managers, as well as other staff, as deemed appropriate and/or necessary, from each department involved in the user fee study to determine the average time required by City staff to provide each of the services for which a fee is collected. The fee model is designed so that full cost recovery fees are calculated immediately upon input of staff time. These full costs are also compared to current cost recovery levels. Consultant shall hold a final meeting with Coty to review and conclude the draft full cost recovery fees and adjust any times as necessary once all information has been compiled and input into the fee model. Consultant shall schedule the interviews with staff to minimize any disruption to their normal workflow. Task includes: One and-a-half (1.5) business day of meetings/staff interviews. These may be either in person, or virtual using Zoom or WebEx, or a combination depending on City Staff availability. The Consultant has received feedback that many cities find virtual meetings to be more efficient as they allow for more flexible scheduling and more focused conversation; therefore, Consultant shall discuss options with City Staff and proceed accordingly. The Consultant has utilized these tools very successfully over the past three years, and found them to be highly effective and efficient, particularly for follow-up questions and/or discussions. Deliverable(s) include: Time surveys and draft full cost recovery fees.

f. Data Analysis and Final User Fee Schedule: Consultant shall incorporate information obtained from interviews and surveys to fully develop the model. Consultant shall update the model, based on information received during the surveys and interviews with City Staff, to generate a comprehensive user fee schedule. In addition, it is very common that a supplemental data request from the Consultant may be necessary, based on new fees identified that the City is not currently collecting. Where appropriate, Consultant shall suggest and discuss with staff alternate approaches to existing fee

programs (i.e., building fees) and suggest potential areas where fees could be collected where they are not currently. Consultant shall calculate and present the full cost recovery level for fees, both current and projected under the new fees, and revenue projections, given certain assumptions about the levels of subsidy for different fees. Current levels of cost recovery shall be compared by the Consultant to actual full costs calculated during the course of this study. Cost shall be calculated by the Consultant at reasonable activity levels and include all appropriate direct and indirect costs and overhead. Consultant shall review fee programs for compliance with Propositions 218 and 26. In developing the fee schedules for each division, Consultant shall make recommendations for new fees where appropriate, based on our experience with other cities. Some areas recommended by the Consultant for new fees may be due to changes in law, or for activities that the City finds itself performing regularly, but for which no fee is collected. Where possible, Consultant shall incorporate discussion of the City's economic development policies, and where these may intersect with fee programs, for instance setting fees in a manner that encourages certain activities. The user fee data analysis and model development by the Consultant may take three (3) to four (4) weeks with frequent correspondence with City staff to discuss current cost recovery amounts, necessary to recover full cost and frequency activity. Task includes: virtual meetings, as necessary, to gather additional input, complete analysis and finalize fee schedule. Deliverable(s) include: Final user fee model for City Council presentation and discussion.

g. Common Fees Comparison: Consultant shall examine selected user fees charged by up to five (5) comparable cities in Los Angeles County or other jurisdictions that are close in proximity or similar to the City of South Pasadena. Consultant shall utilize knowledge of other jurisdictions to benchmark the City's five (5) most common visible fees or highest yielding fees with comparable jurisdictions. Fee schedules are rarely readily or directly comparable from agency to agency due to definitional and operational differences. For example, a grading permit in one jurisdiction may include the plan check service, while the same permit in another jurisdiction may not, resulting in similar sounding services with widely varying costs. For this reason, Consultant shall make a selection of the City's most commonly used and/or highest yielding fees for comparison. The Consultant's survey shall contain the following, a comparison of common or similar fees and charges used by the City and other jurisdictions, current and proposed fees and charges unique to the City of South Pasadena, fees and charges used by other public entities not currently used in the City, and if possible, identification of characteristics and processes unique to the City that account for significant variances in fees and charges used by other jurisdictions. Deliverable(s) include: Data gathered in Consultant's examination shall be incorporated in the recommendations provided in the Task 1.h report.

h. Prepare and Present Draft Report: This task involves the Consultant's preparation of the draft report that discusses the study's background, the methodologies utilized in the study, and the results and presentation to various stakeholder groups. As noted below, meetings may occur during this or the next task as appropriate. The Consultant's calculations used to generate the user fee study shall be included textually, as well as

in easy-to-understand tables. Individual fee summaries by department and a comprehensive fee schedule shall be included by the Consultant. The draft report shall include the following:

- Key results and findings
- Basic descriptions of each service
- The full cost of each service at lowest reasonable activity level and current cost recovery levels
- Costs broken down graphically into indirect and direct components, with a graphic display of the level of cost recovery
- Fee recommendations with associate levels of cost recovery
- Projections of potential fee revenue
- Assessment of reasonableness of each City's costs
- Review of reasonableness of current consultant cost structure (for Building Division services)
- As appropriate, recommend alternative methodologies for building permit fee calculation
- Summary and recommendations

The objective of the Consultant's report shall be to communicate the recommendation of appropriate fees, which include the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic. Task includes: one (1) conference call with City staff, to present draft results, address questions, and receive feedback. Deliverable(s) include: Draft report for City review and comment. The City shall provide a review of the draft report, with comments and edits.

i. Revise Draft Report/Determine Cost Recovery Levels for Recommended Adoption: The goal of this task is for the Consultant to conduct an in-depth review of the draft report and model, incorporate feedback and changes as a result of previous discussions, and arrive at an optimum fee structure. Often through the course of an engagement, City staff may volunteer insightful likes and dislikes to the Consultant regarding the existing fee structure. Consultant shall listen to this feedback carefully given City staff members familiarity with the community. Comments usually revolve around matters of: understandability, fairness to applicants, ease of calculation, appropriate levels of cost recovery, and full cost recovery hourly rates. Consultant shall address these concerns where feasible when adjusting fee recovery levels. Following one (1) round of comments from City staff on the draft report and feedback from City staff, Consultant shall prepare the final report for presentation to the City Council. Task includes: one (1) online demonstration (WebEx) to review the report and modify the report with any revisions. Deliverable(s) include: Draft report, revised draft /final report.

j. Prepare and Present Final Report/Instruct Staff on Model: Consultant shall prepare and present the final report to the City Council. Consultant shall instruct City staff on the

operation and use of the model for future modifications. This step is the culmination of the entire task. Based on staff comments received regarding the draft report, Consultant shall prepare the final report for presentation. Task includes: one (1) meeting with City Council to present the results and adopt the updated fee schedule. Consultant shall also provide staff training on the operation and use of the model on the same day, during regular business hours. Deliverable(s) include: one (1) electronic PDF file copy of the final report and models; and, if requested, provide five (5) bound copies, and one (1) unbound copy to the City. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, shall also be provided on flash drive or via cloud download.

Task 2 – Cost Allocation Plan (CAP):

a. Initial Document Request: Prior to the kick-off call, Consultant shall obtain and review relevant documentation from the City in order to enhance the understanding of the City's current cost allocation plan and internal structure of the agency. Consultant shall send a written request for specific data to the City. The data provided in this task shall provide the building blocks for later model development.

   Consultant's request may include (but is not limited to):

   - Detailed budget and accounting data;
   - Prior year's financial data, salary, position, and staffing data;
   - Organizational structure;
   - Prior cost allocation plan and/or user fee documentation and models; and
   - Data related to various allocation bases that may be incorporated as part of the methodology, i.e., City Council agenda frequencies by department, AP/AR transactions by department, IT equipment distribution by department, etc.

   Deliverable(s) include: Consultant's submitted information request to the City. The City shall provide requested data to Consultant (prior to Task 2.b, Kick-off Call/Refine Scope), and Consultant shall follow up with the City to confirm in writing the data that has been received, or which is still outstanding.

b. Kick-off / Confirm Task Strategy / Refine Scope: Consultant shall confirm task goals and objectives and develop overall task strategy. Consultant shall identify and discuss policy considerations related to the study and determine appropriate fee categories, including matters typically associated with these studies and address data gaps in order to gain a full understanding of the City's goals for the cost allocation plan. Consultant shall establish effective lines of communication and processes for information gathering and review, and conduct discussions with City staff to verify the scope, purposes, and objectives for the CAP. Consultant shall also discuss costs that may not be allocable for OMB purposes, and the potential impact on the OMB version of the CAP. During the call, Consultant shall request that the City assign a project manager to serve as its primary contact. The selected City project manager shall ensure that available data is provided to Consultant in a timely manner, thereby maintaining adherence to the task schedule. Consultant shall obtain and review the current cost allocation methodology and discuss with City staff. The objective of this review is to

determine specific areas of focus as they relate to the City's objectives, and to discuss and evaluate current and potential allocation factors. Task includes: one (1) task kick-off call/online meeting to initiate the task, discuss data needs and methodologies, and to address policy matters. Consultant shall conduct the Task 1 Comprehensive User Fee Study kick-off during this same meeting, to maximize efficiency and cost effectiveness of City staff and Consultant time. Deliverable(s) include: (if needed) a revised task scope and schedule. City shall provide further data requirements and select/introduce City's project manager.

c. Gather Staffing Information and Develop Cost Allocation Plan Model: This task involves the gathering of specific information by the Consultant, directly from City staff, through interviews and discussion, related to the functions served by indirect staff and the departments served by their activities. This task also focuses on the development of, and/or adjustment of existing, allocation bases, and the development and testing of a model by the Consultant that shall ultimately be used to calculate the proper cost allocations derived from data gathered in prior tasks. The model shall be developed to incorporate any recent changes in the provision of City services, identify the total cost of providing indirect overhead support services, fully allocate central service costs to operating groups such as Management Services and Finance, and shall include provision for appropriate inflationary adjustments going forward. The Consultant's model shall also be developed to allocate only those costs eligible under 2 CFR Part 200. This is accomplished by loading relevant data into the model, identifying which costs are not allocable under the OMB guidelines. The OMB Super Circular compliant model is valuable as the City may receive Federal or State grant funding that mandates compliance with Federal OMB regulations. The Consultant's model shall include flexibility to add or delete support service and/or operating groups as changes occur and also the ability to adjust the model and the results annually for inflation, salary, and benefit increases, as well as contract rates. The Consultant shall utilize budget and organizational information, and other required information gathered from City staff to complete the work in this task. Specific discussions shall be held by the Consultant to discuss allocation bases, services provided by indirect groups, how central overhead services are provided to and utilized by other departments, cost categories and allocation criteria, and how these factor into the overall cost allocation methodology. The Consultant's model and methodology shall produce indirect cost rates and overhead percentages which support the development of fully-burdened hourly City staff rates. These hourly rates can be used for a variety of purposes including incorporation into the User Fee Study's fully burdened personnel rates, billing to Capital Improvement projects work orders, recovery of costs for services provided to City customers working with various City departments, and in the OMB Super Circular compliant CAP, to Federal grants. Tasks include: online meetings with staff to understand structure and operations as model and allocation bases are developed. Key staff shall be interviewed by the Consultant to best understand central overhead staffing and functions and the departments served. Deliverable(s) include: one (1) user-friendly model in Microsoft Excel format that provides both a full cost allocation plan and an OMB Super Circular compliant cost allocation plan.

d. Test and Review Cost Allocation Methodology: Consultant shall test and review model and results with City. The draft cost allocation plan model shall be reviewed with City staff, and adjusted as necessary, to ensure that preliminary allocations provide an accurate depiction of how the central overhead costs should be borne by the operating programs and funds. Over the past several years, Consultant has successfully integrated online meetings by using WebEx™ as an element to the approach. Consultant shall remotely guide staff through the model review and allow the opportunity to interactively change inputs and test approaches. Task includes: one (1) online meeting and demonstration with City staff to review the model. Deliverable(s) include: Draft cost allocation plan model review.

e. Prepare and Present Draft Report: This task involves the draft report preparation. The cost allocation plan's background, model methodologies, and results shall be provided by the Consultant and discussed; calculations and supporting data shall be presented textually and in easily understood tables and provided to the City. Task includes: one (1) online meeting to present the draft report to City staff. Deliverable(s) include: Draft report for City review and input. City shall provide a review of the draft report, with comments, and edits.

f. Discuss and Revise Report: Consultant shall review draft report, cost distribution methods, and model. An in-depth review of the draft report and model shall be conducted by the Consultant to arrive at an optimum allocation method for each expenditure type. Often, through the course of an engagement, comments usually revolve around issues of understandability; appropriate levels of enterprise funds' cost recovery, etc.; ease of calculation; and overhead costs' distribution methods. Consultant report shall be structured to include both the overhead and OMB compliant plan, but in the course of review if a separate report is desired for each or just one of the plans, they shall be split. Following a round of comments from City staff concerning the draft report, the final report shall be prepared by Consultant for presentation to the Council. Task includes: one (1) conference call with City staff to review the report with changes and revisions. Deliverable(s) include: the draft report, and revised draft/final report.

g. Prepare and Present Final Report and Model: Consultant shall prepare and present the final report to City Council and educate City staff on the operation and use of the model for future modifications. This task is the culmination of the cost allocation plan task. Based on staff comments on the draft report, Consultant shall prepare the final report for presentation to City Council. Task includes: one (1) meeting with the City Council to present the final plan, if necessary. This meeting shall be held in conjunction with the presentation of the user fee study results. Consultant shall also provide staff training on the operation and use of the model, and consult with the City as needed to respond to challenges or questions related to the CAP. Deliverable(s) include: one (1) electronic PDF file copy of the final report and models (full and OMB Super Circular compliant); and five (5) bound copies, and one (1) unbound copy to the City, if requested. Using Microsoft Word and Excel, an updateable electronic copy of the study and models, as well as related schedules, shall be provided on flash drive or via cloud download.

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

   Chris Fisher
   Director / Vice President
   Willdan Financial Services
   27368 Via Industria, Suite 200
   Temecula, CA 92590
   Office Telephone: (951) 587-3528
   Mobile Telephone: (951) 217-5949
   Email: cfisher@willdan.com

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

   All scope items listed in this task order shall be completed within six (6) months from the execution of this task order and upon receiving requested information from the City.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this task order is to be no more than **Forty-Five Thousand and Dollars ($45,000), including a Forty-One Thousand and Two-Hundred Dollar fee ($41,200), and a contingency of Three Thousand and Eight-Hundred Dollars ($3,800)**. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1: Willdan Tasks and Assigned Personnel with Hourly Rates ($ / hr)						
Task	**Group Manager (Principal-In-Charge) $250**	**Principal Consultant (Project Manager) $210**	**Senior Project Analyst $135**	**Senior Analyst (Analytical Support) $ 125**	**Principal Consultant (QA/Tech Advisor) $210**	**Task Fee**
1.a	-	-	1.0 hr $ 135.00	-	-	**1.0 hrs** **$ 135.00**
1.b	-	1.0 hr $ 210.00	1.0 hr $ 135.00	1.0 hrs $ 125.00	-	**3.0 hrs** **$ 470.00**
1.c	-	1.0 hr $ 210.00	1.0 hr $ 135.00	-	-	**2.0 hrs** **$ 345.00**
1.d	1.0 hr $ 250.00	3.0 hrs $ 630.00	8.0 hrs $ 1,080.00	12.0 hrs $ 1,500.00	1.0 hr $ 210.00	**25.0 hrs** **$ 3,670.00**
1.e	-	6.0 hrs $ 1,260.00	12.0 hrs $ 1,620.00	4.0 hrs $ 500.00	-	**22.0 hrs** **$ 3,380.00**
1.f	1.0 hr $ 250.00	5.0 hrs $ 1,050.00	40.0 hrs $ 5,400.00	32.0 hrs $ 4,000.00	1.0 hr $ 210.00	**79.0 hrs** **$ 10,910.00**
1.g	-	2.0 hrs $ 420.00	6.0 hrs $ 810.00	14.0 hrs $ 1,750.00	-	**22.0 hrs** **$ 2,980.00**
1.h	1.0 hr $ 250.00	2.0 hrs $ 420.00	8.0 hrs $ 1,080.00	12.0 hrs $ 1,500.00	1.0 hr $ 210.00	**24.0 hrs** **$ 3,460.00**
1.i	0.5 hr $ 125.00	6.0 hrs $ 1,260.00	12.0 hrs $ 1,620.00	2.0 hrs $ 250.00	-	**20.5 hrs** **$ 3,255.00**
1.j	-	4.0 hrs $ 840.00	3.0 hrs $ 405.00	-	-	**7.0 hrs** **$ 1,245.00**
2.a	-	-	1.0 hrs $ 135.00	-	-	**1.0 hrs** **$ 135.00**
2.b	-	1.0 hr $ 210.00	1.0 hrs $ 135.00	-	-	**2.0 hrs** **$ 345.00**
2.c	1.0 hr $ 250.00	2.0 hrs $ 420.00	8.0 hrs $ 1,080.00	12.0 hrs $ 1,500.00	1.0 hr $ 210.00	**24.0 hrs** **$ 3,460.00**
2.d	-	4.0 hrs $ 840.00	8.0 hrs $ 1,080.00	2.0 hrs $ 250.00	0.5 hr $ 105.00	**14.5 hrs** **$ 2,275.00**
2.e	1.0 hr $ 250.00	2.0 hrs $ 420.00	4.0 hrs $ 540.00	8.0 hrs $ 1,000.00	1.0 hr $ 210.00	**16.0 hrs** **$ 2,420.00**
2.f	1.0 hr $ 250.00	2.0 hrs $ 420.00	6.0 hrs $ 810.00	1.0 hr $ 125.00	-	**10.0 hrs** **$ 1,605.00**
2.g	-	4.0 hrs $ 840.00	2.0 hrs $ 270.00	-	-	**6.0 hrs** **$ 1,110.00**
Total	**6.5 hrs** **$ 1,625.00**	**45 hrs** **$ 9,450.00**	**122 hrs** **$ 16,470.00**	**100 hrs** **$ 12,500.00**	**5.5 hrs** **$ 1,155.00**	**279.0 hrs** **$ 41,200.00**

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

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

"City" City of South Pasadena	"Consultant" **Willdan Engineering**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

TASK ORDER NO. WIL2010-007

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-108)

This Task Order No. **WIL2010-007** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and Willdan Engineering ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **September 26, 2022** by which the Consultant agreed to perform **Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services and Program, Project & Grant Management Servies** in accordance with Task Orders issued by the City.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

Prepare a Development Impact Fee Study

Consultant shall work with the City to create a Development Impact Fee Study, calculated to fund the cost of facilities required to accommodate growth, consistent with the Mitigation Fee Act, Quimby Act and other relevant laws (including AB 602), and responsive to the City's needs and specific local circumstances. The Study shall:

- Estimate existing development and future growth, identifying a base year for existing development and a growth forecast that reflects increased demand for public facilities;
- Identify facility standards, determining the facility standards used to plan for new and expanded facilities;
- Determine facilities required to serve new development and their costs, estimating the total amount and cost of planned facilities, and identifying the share required to accommodate new development; and
- Calculate a fee schedule, allocating facilities costs per unit of new development to calculate the public facilities fee schedule.

Task 1 – Inform the City's Efforts to Create the Fee Program and Produce a Comprehensive Nexus Study Pursuant to the Mitigation Fee Act:

a. Consultant shall review the existing agency policies documents related to existing capital planning policies and funding programs. Policy issues shall be brought to the attention of City staff by the Consultant, as appropriate, during the project, and guidance shall be sought prior to proceeding. Potential policy issues include:

- Changes in implementation resulting from AB 602. In particular, Consultant shall advise the City on changes specific to the technical requirements of the fee study (such as charging per square foot, potentially) as well as more general requirements (such as publishing data on the City's website);

- Adequacy of General Plan and other public facility planning policies;

- Review of current funding mechanisms and capital needs; and

- Other reports and studies related to funding programs for public facilities.

b. Consultant shall review and summarize strategies and approaches employed by other jurisdictions for similar fee programs. Consultant shall discuss any issues or concerns regarding the current fees, including possible zones, structuring and administration. Advice shall be provided to the City on these concerns (if any), as well as input based on experience and current best practices. Consultant shall provide examples of ideas and practices from other jurisdictions for consideration where appropriate.

c. Consultant shall present findings, options and recommendations to City staff and others (including stakeholders) as directed. City shall review this information and provide feedback to Consultant, as necessary.

d. Pursuant to work completed in Tasks 1.a, 1.b, & 1.c above, Consultant shall prepare and submit to the City a Task 2 work plan prior to issuing a notice to proceed for Task 2. The workplan is intended to be the roadmap for achieving the tasks outlined in Task 2 and shall include, at minimum, the following:

    - Proposed fee categories and zones (if any);

    - Key tasks and milestones;

    - Clearly defined roles, responsibilities, and deliverables;

    - Outreach plan to engage and establish buy-in from key stakeholders which include, but are not limited to, City leadership, building industry associations, individual developers/landowners and builders, and the general public; and

    - A detailed timeline.

Task 2 – Prepare a Comprehensive Updated Impact Fee Program and Nexus Study Pursuant to the Applicable Act:

a. Pursuant to the approved Task 2 workplan, Consultant shall prepare a report (Nexus Study) containing background information, methodology, and findings as necessary to determine the appropriate impact fees to support facilities needs associated with anticipated growth in the City. This report shall contain, but not be limited to, the

following:

- Background information;
- Description of the overall methodology;
- Supporting justification;
- Calculations that demonstrate the legal nexus between recommended fees and the impact created by new development. It is anticipated that the fee schedule apportions facility costs to individual development projects. Facility costs per unit of demand shall be multiplied by demand by land use category based on data developed in prior phases/tasks;
- Relationship between the fee's use and the type of project on which it would be imposed (consistent with the requirements of the applicable Act);
- Purpose of the fee;
- How the fee would be used;
- Categories of residential units with occupancy rates for corresponding fees;
- Description of the relationship between the need for any additional facilities and the type of development project on which the fee would be imposed;
- Fee program exemptions, appeals, credits, or offsets;
- Any additional matters that City staff should be made aware of, findings, and recommendations; and
- Identification of the legal basis for each fee.

Following one round of comments from City staff on the quantitative analysis and fee schedules, Consultant shall prepare the administrative draft report. Following one round of comments on the administrative draft, Consultant shall prepare the public draft for presentation to interested parties, the public and elected officials. Consultant shall prepare the final report, if necessary, based on one round of comments received on the public draft report. If requested, Consultant shall post report on the City's website for public access. Consultant shall provide the report in a number of formats as desired by the City; including electronic, hard copies, Cloud, etc.

b. Pursuant to the plan formulated during Task 1, Consultant and the City shall conduct stakeholder outreach, likely consisting of one or more group meetings along with explanatory materials. There may also be supplemental smaller meetings with particular groups, such as developers or landowners.

c. Consultant shall provide deliverables to the City intended to help the City implement the Impact Fee Program over time, including but not limited to the following:

- Microsoft Excel calculation worksheets to allow for future fee updates using the same calculation methodologies. Consultant shall review these worksheets, including associated calculations and methodologies, in-person with City staff;

- Recommend best practices for preparing and presenting reports and findings as required by the Mitigation Fee Act, Quimby Act and South Pasadena City Code;

- Recommend best practices for conducting annual fee updates and aligning the timing of Impact Fee Annual update with other City Mitigation Fees; and

- Administration guidelines.

The documents and deliverables produced, including those enumerated in Tasks 1 & 2 above, shall be provided in draft form for the City's review. Consultant anticipates two iterative rounds of comments and adjustments from the City on any document before City determines that it is final.

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

James Edison
Managing Principal
Willdan Financial Services
27368 Via Industria, Suite 200
Temecula, CA 92590
Office Telephone: (951) 587-3528
Mobile Telephone: (510) 912-4687
Email: jedison@willdan.com

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

All scope items listed in this task order shall be completed within nine (9) months from the execution of this task order and upon receiving requested information from the City.

5. **PAYMENT.** For services performed by Consultant in accordance with this Task Order, City will compensate Consultant in accordance with the terms and conditions of the Agreement based on the Fee Schedule set forth below. The total cost of this task order is to be no more than **Fifty Thousand Dollars ($50,000), including a Forty-Four Thousand and Seventy Dollar fee ($44,070), and a contingency of Five Thousand, Nine-Hundred and Thirty Dollars ($5,930)**. Payments shall be made on a percent complete basis, where a completed portion of a task, or the entirety of a completed task, shall be invoiced by the Consultant upon approval by the City, in accordance with the below costs.

Table 1: Willdan Tasks and Assigned Personnel with Hourly Rates ($ / hr)			
Task	**Managing Principal** **(Principal-In-Charge / Tech Advisor)** **$240**	**Principal Consultant** **(Project Manager)** **$210**	**Task Fee**
1.a	2.0 hrs $ 480.00	6.0 hrs $ 1,260.00	**8.0 hrs** **$ 1,740.00**
1.b	2.0 hrs $ 480.00	8.0 hrs $ 1,680.00	**10.0 hrs** **$ 2,160.00**
1.c	4.0 hrs $ 960.00	8.0 hrs $ 1,680.00	**12.0 hrs** **$ 2,640.00**
1.d	4.0 hrs $ 960.00	6.0 hrs $ 1,260.00	**10.0 hrs** **$ 2,220.00**
1.e	6.0 hrs $ 1,440.00	6.0 hrs $ 1,260.00	**12.0 hrs** **$ 2,700.00**
1.f	1.0 hr $ 240.00	1.0 hr $ 210.00	**2.0 hrs** **$ 450.00**
2.a	28.0 hrs $ 6,720.00	62.0 hrs $ 13,020.00	**90.0 hrs** **$ 19,740**
2.b	22.0 hrs $ 5,280.00	34.0 hrs $ 7,140.00	**56.0 hrs** **$ 12,420.00**
Total	**69.0 hrs** **$ 16,560.00**	**131.0 hrs** **$ 27,510.00**	**200.0 hrs** **$ 44,070.00**

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

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

"City" City of South Pasadena	"Consultant" **Willdan Engineering**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

By:_____
Mark Perez, Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena/ Willdan Engineering)

1. IDENTIFICATION

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

2. RECITALS

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

- **Civil Design Engineering Services**
- **Landscape and Irrigation Design Services**
- **Public Works and Development Land Use, Subdivision Control, Map and Plan**
- **Traffic/Transportation Engineering Services**
- **Pavement Management Services**
- **Geographic Information System (GIS) Support Services**
- **Computer Aided Drafting (CAD) Design Services**
- **Program, Project & Grant Management Services**
- **Environmental Consulting and Document Services**
- **Sustainability, Electrical, Solar, and Energy Design and Assessment Services**
- **Construction Management Services**
- **Inspection Services**
- **Labor Compliance Services**
- **Material Testing and Geotechnical Engineering Services**
- **Stormwater, Flood Plain, and Hydrogeological Engineering Services**
- **Building and Facility Assessment Services**
- **Assessment District Services**
- **Administrative Support Services**

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

2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

3. DEFINITIONS

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

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director.** The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant

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

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

3.5. "Commencement Date": **September 26, 2022**.

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

4. TERM

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

5. IDENTIFICATION OF PROJECTS

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

6. CONSULTANT'S DUTIES

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

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

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

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

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

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

6.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Task Order. All such

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. **Chris Baca** shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.

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

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

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

7. SUBCONTRACTING

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

8. COMPENSATION

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

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

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

City. A new or amended Task Order shall be in accordance with the fees identified in Exhibit B to this Agreement.

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

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

9. PREVAILING WAGES

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

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

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

12. INDEMNIFICATION

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

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

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

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

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

13. INSURANCE

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

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

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

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

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

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

13.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030. Phone: (626) 403-7230.

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

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

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

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

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

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

14. MUTUAL COOPERATION

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

15. NOTICES

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

If to City

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

If to Consultant

Chris Baca
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
Telephone: 562-908-6200
Facsimile: 562-659-2120

With courtesy copy to:

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

16. SURVIVING COVENANTS

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

17. TERMINATION

17.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data,

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

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

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

18. INTERPRETATION OF AGREEMENT

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

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

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

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

18.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

19. GENERAL PROVISIONS

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

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

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

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

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

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

19.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law,

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.

19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

"City"
City of South Pasadena

By: DocuSigned by: Armine Chaparyan
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 11/8/2022

"Consultant"
Willdan Engineering

By: _____
Signature

Printed: Vanessa Munoz

Title: President

Date: 10/19/2022.

Attest:

By: DocuSigned by: Desiree Jimenez, CMC
Desiree Jimenez, Chief City Clerk

Date: 11/8/2022

Approved as to form:

By: DocuSigned by: Andrew Jared
Andrew Jared, City Attorney

Date: 11/7/2022

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

EXHIBIT A

"Scope of Services"

Consultant: **Willdan Engineering**

Scope

Civil Design Engineering Services

a. Perform civil engineering services signed and stamped by a registered Professional Civil Engineer in the State of California, for the stated services on an "on-call as needed" basis for various civil engineering projects in the public right-of-way such as street, water, sewer, storm drain, streetlight, buildings and facilities, parks or other projects as assigned by the City.

b. Perform design work for repair, rehabilitation, or other related street improvements, including plan preparation, geometric design, drainage design, pavement delineation, surveying, stormwater pollution prevention plan (SWPPP), and signage and striping plans for street, highways, minor structures, and other public infrastructure.

c. Provide design services for City projects to prepare plans and specifications for City projects, including but not limited to streets, buildings and facilities, trails, landscaping, park design, traffic signal installations or modifications, water systems, storm drain and sewer improvements, upgrades, modifications, extensions, repair or rehabilitation, and other related improvements.

d. Prepare project technical provisions and detailed cost estimates.

e. Provide engineering support services construction assistance.

f. See also: (5) Public Works and Development Land Use, Subdivision Control, Map and Plan Check Services, (6) Traffic/Transportation Engineering Services, (9) Computer Aided Drafting (CAD) Design Services, and (11) Program & Project Management Services.

Landscape and Irrigation Design Services

a. Perform landscape design services including planting, irrigation and hardscape design and cost estimation, inspection, and project management, as well as synthetic turf design, along streets, highways, public parks, and recreation areas, in accordance with City's Water Efficiency/Conservation ordinances and other applicable laws.

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

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

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

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

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

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

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

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

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

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

j. Review plans for consistency with other planned developments.

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

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

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

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

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

Traffic/Transportation Engineering Services

a. Provide consulting services related to parking management, traffic counts, traffic modeling, signal timing, development and review of traffic studies, development and review of traffic impact analysis reports (utilizing City's traffic impact analysis methodology), and preparation of reports and/or scopes of work.

b. Provide consulting services related to development and review of level of service (LOS) analyses and vehicle miles traveled (VMT) analyses.

c. Provide consulting services related to engineering studies of traffic conditions, pedestrian characteristics, and physical characteristics related to the installation of a traffic control signals or other traffic/pedestrian devices.

d. Provide traffic engineering and transportation design support for the preparation of preliminary and final plans and specifications for all types of traffic and intelligent transportation system (ITS) projects, signed and stamped by a registered Professional Traffic Engineer or Civil Engineer in the State of California, including but not limited to: traffic signals (LED displays, mast arm designs, etc.), vehicle detection system (video, loop, microwave, radar, ultrasonic, etc.), interconnect systems (hardware, phone, cellular phone, spread spectrum, radio, etc.), pavement markings (tape, thermoplastic, water based, etc.), sign and sign support systems (wood, metal and composite systems), intelligent transportation systems devices (variable message boards, closed circuit television, fiber optics and other communications media etc.), intersection designs (simple lane additions, signalizations, continuous flow

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

intersections, diverging diamonds, and round-a-bouts), preliminary surveys for designs, sign layouts, guardrail designs, roadway re-striping and roadway design, calculation of quantities and estimates for plans, fiber optic networking drawings and fiber optics splicing plans, ITS Network plans for interconnection to Traffic Management Centers, and ITS Network Support Plans.

e. Prepare construction and maintenance related signing plans and schedules.

f. Conduct accident analyses needed for consideration of safety measures in the designs and planning of transportation projects.

g. Perform individual signal timing plans, corridor signal timing progression plans and optimization plans.

h. Provide miscellaneous services regarding traffic operations to assist with the City's day to day operations, including advisement and recommendations on traffic and transportation related matters.

i. Develop conceptual phased construction plans considering geometric design, capacity analysis, construction signing, temporary guide signing, temporary pavement markings, temporary signal design, and optimization of traffic flow.

j. Prepare freeway guide signing plans consistent with the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and the City's policies. Prepare sign bridge plans, specialized sign support details, sign plans and sign layouts.

k. Provide railroad crossing design and coordination services.

l. Provide technical assistance and reports related to traffic engineering and ITS issues, including assisting the City in procuring ITS telecommunications/network related hardware, software and pertinent materials.

m. Develop plans and specifications for City ITS and telecommunications/network related projects or tasks including developing network, software and hardware design and procurement, fiber assignments, fiber design and all pertinent studies, reports, drawings, diagrams, specifications, and manuals both in hard and electronic formats.

n. Provide corridor-planning analysis for future fiber optic backbone implementations including determining future node points for ITS elements, number of fiber strands required for future implementations, and best practices to facilitate private/public partnerships to build the fiber backbone.

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

o. Train City personnel on use of specialized traffic, transportation engineering and telecommunications/network related software in addition to any training requested.

p. Provide structural inspection and report of Traffic Signal poles and mast arms, ITS structures and sign structures.

q. Provide construction management, inspection and completion of appropriate City documents as required, including ITS construction and field management.

r. Conduct traffic signal and traffic device needs studies and develop reports, related to speed, progression, congestion, incidents, removal of vehicles, etc.

s. Conduct vehicular and pedestrian/bicyclist traffic volume count studies and develop reports as needed for design and operations analysis.

t. Collect, analyze, and summarize transportation related field observations and data from reporting sources, including but not limited to City collision/incident data, California Statewide Integrated Traffic Records System (SWITRS), etc.

u. Conduct traffic signal warrant analyses and develop reports.

v. Provide technical support and training on various travel demand and traffic operations models including, but not limited to VISSIM, CORSIM, SYNCHRO, and HCS.

w. Provide Active Transportation Program consulting and design services that promote pedestrian, biking/cycling, and transit travel, placemaking, sustainability, community economic benefits, and promote healthy lifestyles.

x. Provide transportation modeling services, including level of service (LOS), vehicle miles traveled (VMT), and other progressive modeling techniques.

y. Provide consulting service on street and transportation design, transportation networks, placemaking, modeling, transit, and other transportation related concepts.

z. Provide traffic and transportation public engagement and outreach services. Attend meetings as instructed, prepare visual aids for meetings as needed, and prepare letters of correspondence and meeting minutes.

Pavement, Sidewalk, and Curb & Gutter Management

a. Provide pavement, sidewalk, and curb & gutter assessment and data verification services, including data review, surveying, and observation of condition, distress and defects, and physical characteristics.

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

b. Provide field data collection services and reporting, including but not limited to pavement, sidewalk, and curb & gutter section limits, sample test areas, street names, street ranking (local, arterial, collector, etc.), lanes numbers, surface type, current and historical Pavement Condition Index (PCI), PCI variance, segment dimensions, and observations of standing water, inverted crowns, steep streets, or other observed environmental issues, as well as associated transportation data from supporting documentation (e.g. average daily trip volumes, etc.).

c. Provide consulting services for pavement, sidewalk, and curb & gutter database software application integration and database development.

d. Provide assistance in the implementation of pavement, sidewalk, and curb & gutter asset management systems, geographic information systems (GIS), and training.

e. Provide pavement, sidewalk, and curb & gutter program maintenance and budgeting recommendations, including development of cost-effective preventative maintenance, repair and rehabilitation strategies, forecasted costs, assessment and review of the City's pavement, sidewalk, and curb & gutter Capital Improvement Program (CIP), pavement, sidewalk, and curb & gutter service level, cost vs. benefit scenarios, utility project CIP synchronization (water, sewer, etc.), budgetary recommendations related to LA County Metro guidelines, and future routine maintenance needs based on projected deterioration rates.

Geographic Information Systems (GIS) Support Services

a. Maintain and edit GIS datasets/layers.

b. Create new datasets and GIS maps.

c. Create, update, and print GIS maps

d. Assist City with in house production of map documents.

e. Advise the City on matters relating to GIS projects and software.

f. Maintain and keep records of GIS-related software and software licenses.

g. Create, customize, and maintain GIS related web pages.

h. Create, customize, and maintain databases.

i. Work with Los Angeles County to acquire GIS and Assessor updates.

j. Print large format maps.

k. Obtain GIS data as needed from other sources.

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

l. Provide customized solutions for special projects as requested.

m. Providing GIS technical assistance and training to staff.

Computer Aided Drafting (CAD) Design Services

a. Develop concept designs.

b. Prepare construction documents including plans, specifications, and estimates.

c. Assist with required state and federal documentation for design work associated with state or federal funded construction projects.

d. Provide plan check and/or peer review per City standard details and specifications.

e. Prepare project drawings in CAD.

f. Provide constructability reviews.

g. Provide construction services.

h. Anticipated project types include, but not limited: street improvement projects, bike and pedestrian facilities (bike lanes, pedestrian paths, multipurpose trails), preliminary engineering in support of grant applications, traffic related projects including traffic signal design, signage and marking, MUTCD compliance, street light design, drainage Improvement projects: alternate drainage, reclaimed water pipeline, recycled water related planning and design, etc., intersection modifications, and sidewalk improvement projects (ADA compliance).

Program, Project, & Grant Management Services

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

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

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

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

e. Perform constructability reviews.

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

g. Attend City Council and Commission meetings.

h. Attend staff and community meetings.

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

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

k. Recommend regulations and ordinances pertaining to engineering matters.

l. Provide advice and recommendations regarding public works activities.

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

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

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

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

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

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

s. Provide grant writing and management support services, including, but not limited to: reviewing existing program materials, meeting with City staff, understanding City's goals, services, plans, and needs, researching and identify funding sources matching the needs of the City, developing funding strategies

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

and prioritized solicitation schedules, reviewing grant application guidelines, managing grant application process, preparing financial and project performance reports to satisfy grant program requirements, and providing guidance and advice to staff on grant laws and requirements.

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

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

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

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

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

Environmental Consulting and Document Services

a. Provide consulting and document development services for environmental feasibility studies, CEQA & NEPA documents, development applications, mitigation monitoring preparation and compliance.

b. Provide agency coordination, team management, quality assurance reviews, and public engagement and outreach.

c. Provide complete environmental planning and document preparation in accordance with CEQA and NEPA requirements, special studies such as but not limited to noise, socioeconomic, biological, cultural, air quality, Phase I site assessments, hazardous waste, archaeological, historical, and tribal consultation, as needed on a project specific basis as required by the City and/or Caltrans. Typical project to include CIP projects, road widening, new construction, rehabilitation projects, storm drain, signal installations, reservoirs, booster stations, projects in Caltrans right-of-way, and water and sewer installations.

d. Provide environmental document development services including but not limited to preparation of: maps for environmental evaluation, public and agency scoping, noise studies, noise abatement reports, air quality studies and reports,

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

initial site assessments, natural environmental study reports, cultural resource studies, potential effect identification reports, Native American consultation reports, visual/aesthetic evaluation reports, community impacts assessment reports, climate change analysis/assessment reports, cumulative impacts analysis reports, location hydraulic/flood plain reports, paleontology studies, draft environmental documents, responses to review comments, final environmental documents, and environmental commitments records.

Sustainability, Electrical, Solar, and Energy Design and Assessment Services

a. Provide consulting services in energy conservation measures.

b. Provide consulting services on heating ventilation & air conditioning (HVAC) system optimization, retrofit, upgrade or replacement.

c. Provide consulting services on interior and exterior lighting retrofit or replacement.

d. Provide consulting services on outside, street, and area lighting retrofit or replacement.

e. Provide consulting services on open standards wireless platform and applications to control, dim, monitor, and help maintain street lighting LED retrofit investments, and enable a platform for future City applications such as parking, automated meter reading, charging stations, traffic, etc.

f. Provide consulting services Building Automation System (BAS) installation, upgrade, or expansion leveraging existing technology.

g. Provide consulting services building envelope upgrades.

h. Provide consulting services infrastructure improvements that reduce energy and/or reduce operating costs.

i. Provide consulting services on project, design, installation, purchase, and construction financing sources and solutions.

j. Provide consulting services on electrical vehicle (EV) and EV charging solutions, including, but not limited to, use and site assessment, rebate and financial planning, owner agreements, EV purchase and use, EV supply equipment (EVSE) purchase and installation.

k. Provide consulting services on EV charging infrastructure design, equipment selection, installation, construction, operation, maintenance, network infrastructure, equipment applications, mobile applications, payment gateways, administration, power management, energy rate requirements and selection, station management, customer management, site management, driver management, radio-frequency identification (RFID) fob management, access control roles, pricing management, and EV fleet management.

l. Analyze energy interval data, examine load profiles and seasonal variations to

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

identify potential storage capacity and energy values.

m. Analyze potential load impacts from EV charging, and provide recommendations.

n. Develop solar modeling and rendering using a software (e.g. Helioscope), and build energy model to test and evaluate scenarios, pricing, storage amounts, and rate options.

o. Provide site assessment services verifying solar array, meter, and backup battery storage locations, assessing shading construction impacts, switchgear and other solar, electrical and/or battery backup equipment.

p. Provide other training, remote monitoring services, or other related support services.

q. Perform comprehensive investment-grade audits of City facilities and infrastructure, identifying and analyzing all opportunities for water and energy cost savings, including, but not limited to, buildings, parks, water facilities, and city-owned streetlights.

r. Perform comprehensive feasibility analyses of distributed generation opportunities for City facilities, including solar photovoltaics (PV) and solar arrays, and any other economically and environmentally viable distributed generation (DG) solutions.

s. Analyze and report on energy efficiency (electricity and natural gas) and water usage at all City facilities, providing an analysis of building systems, equipment, operations, and operational procedures for optimal performance, include the following thorough assessments: existing equipment; equipment replacement, repair, or rehabilitation; potential alternative processes; proposed energy and water efficiency and conservation projects; equipment controls; lighting (internal/external for buildings/parks and remaining non-LED street lights); HVAC equipment; well equipment; automation; space utilization and programming; pumps; non-computerized irrigation systems controllers; building envelope performance with evaluation for cooling/heat gain or loss, transmission and leakage, and solar potential, alternative fuel sources, and identifying facility or occupancy changes that could affect energy/water use.

t. Review historical data of existing energy usage, meet with the facilities' staff, tour the facilities, and identify all major lighting, HVAC equipment and systems, determining occupancy schedules, energy use patterns, etc.

u. Prepare reports, present findings and address questions for City and at public meetings.

Construction Management, Administration, and Monitoring Services

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

aboveground utilities, storm drains, buildings, and other projects.

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

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

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

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

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

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

h. Review project contract documents and perform constructability reviews.

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

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

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

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

m. Provide labor compliance monitoring.

n. Provide construction inspection and quality control services.

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

o. Provide construction material testing and compaction testing.

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

q. Maintain all records and meet reporting requirements.

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

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

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

u. Review and approve punch lists.

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

w. Review and approve record drawings at project completion.

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

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

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

Inspection Services

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

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

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

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

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

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

k. Inspect approved work and installed water quality measures.

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

Labor Compliance Services

a. Conduct meetings with project team members to review and discuss the agreement implementation, project details and schedule, and requirements including but not limited to the specific labor standards and parameters for the project.

b. Review construction contract and bid specifications for compliance with state or federal requirements to ensure that all appropriate forms are included in bid package.

c. Provide contract and labor compliance documents and Federal Prevailing Wage Decision for the construction bid document.

d. Prepare the Request for Construction Bid Document Review, Bid Document Checklist and Matrix Roles and Responsibilities for submission to the Los Angeles County Community Development Commission (LACDC). Submit construction bid document to LACDC prior to advertisement of bid.

e. Implement the Equal Employment Opportunity (EEO) and Section 3 Programs, if necessary.

f. Ensure that the most current Federal Wage Decision is used for the project by verifying the wage decisions and modifications prior to Bid Opening.

g. Report any wage modifications, or other changes in requirements as they are issued. Provide City with revised Wage Decision to bid holders prior to Bid Opening as an Addendum, if necessary, and attend the Bid Opening.

h. Verify contractor and subcontractor eligibility through the Federal System for Award Management, California State Contractors License Board, and California Department of Industrial Relations Public Works Contractor Registration.

i. Review Bid Proposal for contract and labor compliance documents and forms to be completed, signed and submitted by prime contractor.

j. Prepare Notice of Contract Award to the U.S. Department of Labor (DOL) and

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

Agency Report of Contract Award (ARCA) for the LACDC.

k. Notify LACDC of pre-construction meeting at least ten (10) days prior to the meeting.

l. Prepare contract and labor compliance packets including posting requirements to distribute at the pre-construction meeting.

m. Participate in pre-construction conference to provide packets to prime contractor and subcontractors and inform prime contractor of prevailing wage and project reporting requirements.

n. Review Weekly Certified Payroll Reports including Statement of Compliance, Federal Apprenticeship Certifications, and Employee Authorization for Deductions.

o. Provide technical assistance to prime contractor for inquiries regarding Weekly Certified Payroll Reports and contract and labor compliance documents.

p. Upon review of the Certified Payroll Reports, notify prime contractor of any labor discrepancies or suspected violations and issue corrective actions in writing, if necessary.

q. Conduct and/or coordinate with City's construction management team/ inspector to perform employee interviews for ten percent (10%) of the workforce and verifying posting requirements at project site.

r. Upon conducting employee interviews, identify violations and investigate complaints of employee underpayments, if necessary.

s. Prepare underpayment report and letter to contractor for all underpayments and corrective action, if necessary. Ensure employee restitution is paid. Prepare and submit the United States Department of Housing and Urban Development (HUD) 5.7 Labor Violations Report to LACDC.

t. Prepare and maintain contract and labor compliance files for LACDC and HUD monitoring.

u. Coordinate and participate in LACDC labor compliance in-progress monitoring of the project.

v. Prepare and submit the Request for Final Project Review and Contractor Project File Review Checklist to LACDC. Prepare Subcontractor Project File Review Checklist, if necessary, and schedule and attend the Final Project Review.

w. Prepare responses to LACDC monitoring letters and/or correspondence.

x. Prepare Contract and Subcontractor Activity Report, Semi-Annual Labor Standards Enforcement Report and other LACDC and HUD reporting documents.

y. Obtain copies of the Progress Payment and Final Payment Waiver and Release of Forms for contract and compliance files, if necessary.

z. Complete the Labor Standards Administration and Enforcement File.

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

Material Testing and Geotechnical Engineering Services

a. Perform sub-surface exploration and material testing in accordance with City standards and/or Caltrans standards for street, facility, and other capital improvements.

b. Conduct geotechnical examinations of selected sites, based on data and observations collected from soil boring(s), including an evaluation of subsurface conditions, soil classification and relevant attributes (moisture content, compressive strength, etc.), settlement, bearing capacity / resistance, seismic considerations, and any other related concerns.

c. Provide comprehensive geotechnical reports including calculations and analysis of the subsurface profile and its impact on the seismic stability and structural integrity of the reservoir.

d. Perform building materials testing including welding on structural steel elements in accordance with current building standards and provide geotechnical services for all projects.

e. Perform source inspection of miscellaneous items and fabricated products such as steel girders, concrete girders and welded sign structures used on the State highway system.

f. Review material submittals for compliance with project specifications and applicable standards and regulations.

g. Perform background review of sites based on published and unpublished groundwater and geologic information.

h. Provide preliminary evaluation of seismic hazards and design parameters using fault maps and current building code.

i. Provide field exploration including drilling, sampling, and logging of test borings.

j. Perform geologic field mapping.

k. Perform soil analysis, soil classification, and site-specific soil characterization.

l. Provide recommendations on soil improvement.

m. Perform ground water investigation and control.

n. Provide design parameters for: Grading; Remedial measures; Shoring; Excavation; Backfill; Compaction; Slope stability; Soil bearing pressure; Foundation design, Lateral earth pressures for design of retaining walls; Groundwater dewatering

o. Provide settlement evaluation and analyze potential for expansion

p. Provide soil corrosivity testing and analysis, Evaluate imported earth materials to be used for fill

q. Provide laboratory testing per City and Caltrans standards to determine maximum dry density and optimum moisture content for fill and backfill, and

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

sand equivalent of all bedding material.

r. Perform laboratory tests on pipe bedding material and aggregate base material to verify their compliance with the project specifications

s. Evaluate over-excavation, backfill, and compaction procedures.

t. Evaluate field procedures, progress, and testing results.

u. Observe site grading and fill placements, including in-place soil density testing of compacted fill, optimum soil moisture density test and relative compaction per project specifications.

v. Provide foundation engineering and inspection for structures; Inspect and evaluate earth-retaining structures and excavations.

w. Perform sieve analysis; Determine R-value; Pavement inspection and testing including preparation of pavement structural section based upon laboratory R-value, sieve analysis, and sand equivalent testing;

x. Perform concrete inspection and testing including air content and slump testing; Prepare standard test cylinders for concrete and provide laboratory compressive strength testing;

y. Attend meetings throughout the duration of the project as needed to provide technical advice on issues, project schedule, cost control and other related matters.

z. Prepare reports to include: description of field procedures, tabulation of daily field compaction test data, laboratory data, conclusions and recommendations. Provide reports bearing the Registered Professional Engineer Seal with the signature and license number of the geotechnical engineer responsible for preparation of the report.

Stormwater, Flood Plain, and Hydrogeological Engineering Services

a. Planning and design of water resources projects related but not limited to: the capture, retention and direct use of stormwater and surface water; groundwater recharge; multi-purpose watershed management facilities; low impact development (LID) measures; engineered wetlands for stormwater treatment; landscaping that utilizes native and other plant species for stormwater treatment and carbon sequestration; and stream and upland habitat creation and restoration.

b. Engineering assistance with construction, monitoring, and operations and maintenance.

c. Engineering assistance with National Pollutant Discharge Elimination System (NPDES) related programs.

d. Preparation of hydrology and hydraulic analysis and reports.

e. Preparation of Water Quality Management Plans (WQMP), Stormwater

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

Pollution Prevention Plans (SWPPP), or related NPDES documents/reports.

Building and Facility Assessment Services

g. Prepare comprehensive facility assessment studies that include survey, inspection, inventory of building components, assessment of the existing conditions, corrective recommendations, preventative maintenance recommendations, budget estimates and timeline for all corrective work and preventative maintenance for all City Facilities.

h. Assess and provide recommendations on building envelopes, including condition of the outer shell of the building including walls, doors, windows and roofs.

i. Assess and provide recommendations on structural integrity, including walls and foundations.

j. Assess and provide recommendations on interior walls, ceilings, signage, paint, wall coverings, flooring and casework.

k. Assess and provide recommendations on mechanical systems, HVAC, exhaust, ventilation and controls.

l. Assess and provide recommendations on electrical systems, both interior and exterior, including distribution and lighting.

m. Assess and provide recommendations on plumbing systems, both interior and exterior.

n. Assess and provide recommendations on elevator systems.

o. Assess and provide recommendations on life safety and security systems, including adequacy of security for intended uses.

p. Assess and provide recommendations on Americans with Disabilities Act (ADA) Accessibility, both interior and exterior.

q. Assess and provide recommendations on preventative maintenance programs, requirements, or recommendations.

r. Assess and provide recommendations on sustainability components such as solar and alternative energy.

s. Assess and provide recommendations on space planning and present/future functional use of facilities.

t. Assess and provide recommendations on energy usage, perform energy audits.

u. Provide recommendations for environmental abatement, including, but not limited to lead/asbestos.

v. Assess and provide recommendations on in accordance with the latest versions of the California Building Standards Code.

w. Assess and provide recommendations on in accordance with the requirements

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

of the Secretary of the Interior Design Standards and local Historic Preservation Guidelines.

Assessment District Services

a. Obtain all available information from the City regarding the district, including the current assessment databases, electronic map files from the City, a listing of projected expenditures and revenues and any additional information. Update the current database files with the latest Assessor's parcel numbers and land use information.

b. Review district budgets and confirm schedule; attend the City Council meetings considering the Resolutions of Intention and the public hearing, and provide technical support and answer questions.

c. Prepare the assessment report setting the annual assessment rates for the next fiscal year based on budget estimates from City. Furnish electronic copies of the draft reports and preliminary assessment rolls for review and comment.

d. Prepare assessment Rolls in electronic format, as required by the County Auditor-Controller for inclusion of assessments on the property tax bills. Submit the rolls to the County and, after receipt of the County's exception report, make any required corrections.

Administrative Support Services

a. Provide clerical and secretarial support.

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

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

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

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

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

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

h. Take attendance at meetings as necessary.

i. Distribute meeting documents as necessary to participants.

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

k. Maintain daily schedule of assigned staff.

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

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

n. Participate in document meetings, conferences, etc.

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

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

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

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

s. Assist the assigned staff with official travel requirements.

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

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

EXHIBIT B
(*Approved Fee Schedule*)

WILLDAN ENGINEERING

Schedule of Hourly Rates

Effective July 1, 2021 to June 30, 2022

DESIGN ENGINEERING	
Technical Aide I	$70
Technical Aide II	$91
Technical Aide III	$112
CAD Operator I	$114
CAD Operator II	$132
CAD Operator III	$147
GIS Analyst I	$152
GIS Analyst II	$173
GIS Analyst III	$180
Environmental Analyst I	$127
Environmental Analyst II	$142
Environmental Analyst III	$151
Environmental Specialist	$163
Designer I	$152
Designer II	$158
Senior Designer I	$167
Senior Designer II	$175
Design Manager	$178
Senior Design Manager	$181
Project Manager I	$164
Project Manager II	$182
Project Manager III	$191
Project Manager IV	$206
Principal Project Manager	$210
Program Manager I	$182
Program Manager II	$193
Program Manager III	$211
Assistant Engineer I	$127
Assistant Engineer II	$144
Assistant Engineer III	$152
Assistant Engineer IV	$167
Associate Engineer I	$162
Associate Engineer II	$169
Associate Engineer III	$176
Senior Engineer I	$179
Senior Engineer II	$183
Senior Engineer III	$182
Senior Engineer IV	$189
Supervising Engineer	$193
Traffic Engineer I	$193
Traffic Engineer II	$206
City Engineer I	$206
City Engineer II	$216
Deputy Director	$214
Director	$219
Principal Engineer	$238

BUILDING AND SAFETY	
Assistant Code Enforcement Officer	$93
Code Enforcement Officer	$107
Senior Code Enforcement Officer	$126
Supervisor Code Enforcement	$152
Plans Examiner Aide	$100
Plans Examiner	$152
Senior Plans Examiner	$167
Assistant Construction Permit Specialist	$107
Construction Permit Specialist	$112
Senior Construction Permit Specialist ***	$132
Supervising Construction Permit Specialist	$140
Assistant Building Inspector	$126
Building Inspector***	$140
Senior Building Inspector	$152
Supervising Building Inspector	$167
Inspector of Record	$178
Deputy Building Official	$178
Building Official	$180
Plan Check Engineer	$178
Supervising Plan Check Engineer	$180
Principal Project Manager	$210
Deputy Director	$214
Director	$219

PLANNING	
CDBG Technician	$74
CDBG Specialists	$89
CDBG Analyst	$105
CDBG Coordinator	$131
CDBG Manager	$158
Planning Technician	$112
Assistant Planner	$140
Associate Planner	$152
Senior Planner	$173
Principal Planner	$180
Planning Manager	$195
Deputy Director	$214
Director	$219

ADMINISTRATIVE	
Administrative Assistant I	$83
Administrative Assistant II	$100
Administrative Assistant III	$117
Project Accountant I	$94
Project Accountant II	$110
Project Controller I	$117
Project Controller II	$132

CONSTRUCTION MANAGEMENT	
Labor Compliance Specialist	$126
Labor Compliance Manager	$158
Utility Coordinator	$167
Assistant Construction Manager	$139
Construction Manager	$160
Senior Construction Manager	$180
Resident Engineer I	$180
Resident Engineer II	$187
Project Manager IV	$206
Deputy Director	$214
Director	$219

INSPECTION SERVICES	
Public Works Observer **	$108
Public Works Observer ***	$131
Senior Public Works Observer**	$118
Senior Public Works Observer ***	$131

MAPPING AND EXPERT SERVICES	
Survey Analyst I	$132
Survey Analyst II	$152
Senior Survey Analyst	$173
Supervisor - Survey & Mapping	$182
Principal Project Manager	$210

LANDSCAPE ARCHITECTURE	
Assistant Landscape Architect	$132
Associate Landscape Architect	$152
Senior Landscape Architect	$167
Principal Landscape Architect	$180
Principal Project Manager	$210

** For Non-Prevailing Wage Project *** For Prevailing Wage Project

Mileage/Field Vehicle usage will be charged at the rate in accordance with the current FTR mileage reimbursement rate, subject to negotiation.

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2021 thru June 30, 2022, thereafter, the rates may be raised once per year to the value between the 12-month % change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento/San Francisco/San Jose area and five percent.

Rev 6/14/2021

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

FEE SCHEDULE
Geotechnical & Material Inspection & Testing
Effective July 1, 2021 through June 30, 2022
Personnel – Prevailing Wage

Special Inspection Services				
Concrete Inspection	$	115	per	Hour
Post-Tension Concrete Inspection	$	115	per	Hour
Shotcrete Inspection	$	115	per	Hour
Masonry Inspection	$	115	per	Hour
Epoxy Injection & Anchors Inspection	$	115	per	Hour
Fireproofing Inspection	$	115	per	Hour
Welding Inspection	$	115	per	Hour
Building Inspection	$	115	per	Hour
Shear Wall / Seismic Hardware Inspection	$	115	per	Hour
Concrete Batch Plant Inspection	$	115	per	Hour
Structural Steel / Welding / Bolting Shop Inspection (Local)	$	115	per	Hour
Structural Steel / Welding / Bolting Shop Inspection (Outside Local Area)			per	Quote
Fireproofing Inspection	$	115	per	Hour
Technician Services				
Soil / Asphalt Technician	$	115	per	Hour
Asphalt Batch Plant Technician	$	115	per	Hour
Material Technician	$	115	per	Hour
Pachometer Technician	$	115	per	Hour
Moisture Testing Technician	$	115	per	Hour
Pull-out Test on Embedded Bolts, Anchors, Dowels, Splay Wires	$	115	per	Hour
Coring and Sizing	$	115	per	Hour
Laboratory Technician	$	90	per	Hour
Field Vehicle Usage (by Soil/Asphalt Technician)	$	5	per	Hour
Field Nuclear Gauge Usage (by Soil/Asphalt Technician)	$	50	per	Shift
Non-Destructive Testing (NDT)				
Dye Penetrant Testing	$	120	per	Hour
Ultrasonic Testing	$	120	per	Hour
Magnetic Particle Testing	$	120	per	Hour
Radiographic Testing			per	Quote
Professional Services				
Scheduling / Supervision	$	120	per	Hour
Staff Engineer / Geologist	$	130	per	Hour
Sr. Staff Engineer / Geologist	$	155	per	Hour
Project Engineer / Geologist	$	195	per	Hour
Senior Geotechnical Engineer / Geologist	$	210	per	Hour
Principal Engineer / Geologist	$	210	per	Hour
Expert Witness by Principal Engineer / Geologist	$	350	per	Hour
Administrative				
Clerical	$	80	per	Hour
Computer Data Entry	$	80	per	Hour
Word Processing	$	80	per	Hour
Computer Time	$	25	per	Hour
CAD Operator	$	100	per	Hour

Staff assignments depend on availability of personnel, site location, and the level of experience that will satisfy the technical requirements of the project and meet the prevailing standard of professional care. The above schedule is for straight time. Please refer to "Basis of Charges" for terms and conditions of charges.

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

FEE SCHEDULE
Geotechnical & Material Inspection & Testing
Effective July 1, 2021 through June 30, 2022
Laboratory Testing – Geotechnical

Identification and Index Properties				
In-situ Moisture and Density (ASTM D2937)	$	25	per	Test
Grain Size Analysis – Sieve Only (ASTM D422)	$	120	per	Test
Grain Size Analysis – Sieve and Hydrometer (ASTM D422)	$	200	per	Test
Percent Passive #200 Sieve (ASTM D1140)	$	70	per	Test
Atterberg Limits – Multi Point (ASTM D4318)	$	130	per	Test
Atterberg Limits – One Point (ASTM D4318)	$	90	per	Test
Specific Gravity (ASTM D854)	$	90	per	Test
Sand Equivalent (ASTM D2419)	$	80	per	Test
Compaction and Bearing Strength				
Modified Proctor Compaction – Method A or B (ASTM D1557)	$	195	per	Test
Modified Proctor Compaction – Method C (ASTM D1557)	$	195	per	Test
Compaction (CT 216)	$	210	per	Test
California Bearing Ratio, CBR – 3 Points (ASTM D1883)	$	500	per	Test
R-Value	$	280	per	Test
Shear Strength				
Torvane / Pocket Penetrometer	$	25	per	Test
Direct Shear, Consolidated Drained – per Point (ASTM D3080)	$	90	per	Test
Direct Shear, Residual – per Point (ASTM D3080)	$	120	per	Test
Unconfined Compression (ASTM D2166)	$	140	per	Test
Unconsolidated-Undrained (UU)	$	165	per	Test
Consolidation, Collapse and Swell				
Consolidation – 8 Load Increments w/ One Time Rate (ASTM D2435)	$	185	per	Test
Consolidation – Additional Load Increment (ASTM D2435)	$	35	per	Test
Consolidation – Additional Time Rate per Load Increment (ASTM D2435)	$	65	per	Test
Collapse Test – Single Point	$	75	per	Test
Single Load Swell Test – Ring Sample, Field Moisture (ASTM D4546)	$	85	per	Test
Single Load Swell Test – Ring Sample, Air Dried (ASTM D4546)	$	85	per	Test
Remolded Sample per Specimen	$	65	per	Test
Expansion Index (ASTM D4829 / UBC 29-2)	$	140	per	Test
Laboratory Permeability				
Constant Head (ASTM D2434)	$	250	per	Test
Falling Head Flexible Wall (ASTM D5084)	$	310	per	Test
Triaxial Permeability (EPA 9100)	$	370	per	Test
Chemical Tests				
Corrosivity (pH, Resistivity, Sulfates, Chlorides)	$	190	per	Test
Organic Contents (ASTM D2974)	$	95	per	Test
Asphalt Tests				
Extraction / Asphalt (CTM 382)	$	215	per	Test
Hveem / Marshall Maximum Density (CTM 304, 308)	$	370	per	Test
Wash Gradation (CTM 202)	$	120	per	Test

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

FEE SCHEDULE
Geotechnical & Material Inspection & Testing
Effective July 1, 2021 through June 30, 2022
Laboratory Testing – Material

Concrete				
6" x 12" Cylinder Compression Test (ASTM C39)	$	25	per	Test
2", 4" and 6" Diameter Cores Compression Test	$	25	per	Test
3" x 6" Cylinder Lightweight Concrete Compression Test (ASTM C495)	$	25	per	Test
Shotcrete / Gunite Lab Coring & Compression Test (ASTM C42)	$	50	per	Test
Unit Weight of Hardened Lightweight Concrete (ASTM C567)	$	40	per	Test
Rapid Cure Concrete Cylinders (Boil Method) (ASTM C684)	$	45	per	Test
Masonry				
2" x 4" Mortar Cylinder Compression Test (ASTM C780)	$	25	per	Test
2" x 2" Mortar Cube Compression Test (ASTM C109)	$	25	per	Test
3" x 6" Grout Prism Compression Test (ASTM C1019)	$	25	per	Test
CMU Grouted Prism Compression Test, up to 8"x8"x16" (ASTM E447)	$	155	per	Test
CMU Grouted Prism Compression Test, larger than 8"x8"x16" (ASTM E447)	$	180	per	Test
Steel Reinforcement				
Tensile or Bend Test, up to #8 (ASTM A370)	$	55	per	Test
Tensile or Bend Test, #9 to #11 (ASTM A370)	$	70	per	Test
Tensile or Bend Test, #14 (ASTM A370)	$	90	per	Test
Fireproofing				
Unit Weight (UBC 7-6)	$	50	per	Test
Cohesion / Adhesion (UBC 7-6)	$	60	per	Test
Administrative Services				
Sample Pickup from Field	$	65	per	Trip
Mix Design Review	$	300	per	Mix
Lab Test Report	$	25	per	Report

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

BASIS OF CHARGES – PREVAILING WAGE

REGULAR WORK HOURS: First 8 hours Monday through Friday. The hourly billing rate is one time of the contract's regular work hourly billing rate.

TIME AND ONE HALF: After 8 hours and up to 12 hours Monday through Friday, and first 12 hours Saturday. The hourly billing rate is 1.5 times of the contract's regular work hourly billing rate.

DOUBLE TIME: After 12 hours Monday through Saturday, and all hours worked Sunday and holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving Day and Christmas Day. The hourly billing rate is 2.0 times of the contract's regular work hourly billing rate.

SHIFT DIFFERENTIAL: Swing Shift: +10% for first 8 hours worked. Graveyard Shift: +15% for first 8 hours worked.

MINIMUM HOURLY CHARGES: Special Inspector / Field Technician (Field Time Only)

A. Cancellation of inspections not canceled by 4:00 p.m. on preceding day: 2 hours
B. One-half working day or less: 4 hours
C. Over one-half working day: 8 hours

CANCELLATIONS: No charge if made before 4:00 p.m. of the preceding day. See Minimum Charge.

CYLINDER HOLDS: All hold cylinders will be disposed of after the 28-day break meets the required strength, unless specified in writing by the client prior to the 28-day break. Long term or large amounts of hold cylinders may be subject to storage fees.

OUTSIDE SERVICES: Outside services requested by client performed by others and direct costs expended on the client's behalf are charged at cost plus 15%. These expenses include equipment rental, parking, subsistence, photographs, co-insurance endorsement, blueprinting, reproduction, messenger services, printing, etc. A sub-consultant management fee of 15% will be added to the direct cost of all sub-consultant services to provide for the cost of administration, consultation, and coordination.

MILEAGE CHARGES: If applicable, mileage for inspection / technician between 40 miles and 100 miles from Willdan's nearest office will be charged per effective federal rate or per agreed rate for vehicle usage. Any mileage over 100 is per quote basis.

REPORT CHARGES AND SECRETARY TIME: See fee schedule. A maximum of 5 copies will be issued for each report. Reissuing of reports is per quote basis.

REPORTING: All reports will be considered confidential information and be distributed to the client and those designated by Chapter 17 of CBC, Chapter 4 of CAC, and/or authorized in writing by client.

PAYMENT TERMS: Payment will be due on receipt of invoice. Interest will be added to accounts 30 days in arrears for each month of delinquency; the maximum rate allowed by law will be added to the unpaid balance until paid in full. Any Attorney's fees or other costs incurred in collecting any delinquent accounts will be added to the amounts due and shall be paid by the party invoiced.

PARKING: When not furnished for the inspector/technician, parking charges will be reimbursed by the client.

SUBSISTENCE: When applicable, subsistence will be charged to the client / project by quotation.

INSURANCE: Willdan's employees carry all insurance required by law. Any additional cost for special insurance required by the client, including increased policy limits, adding additional insured parties, and waivers of subrogation will be billed at cost plus 20 percent.

LICENSES & PERMITS: Any additional cost for special licenses or permits for a project will be billed at cost.

PREVAILING WAGE: The hourly rates provided are in compliance with prevailing wage requirements. As the rates for California Prevailing Wage increase, our hourly rates will increase accordingly.

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

Willdan Financial Services

Title	Hourly Rate
Group Director	$210
Principal Consultant / Assistant Director	$200
Senior Project Manager	$165
Project Manager / Program Director	$145
Senior Project Analyst	$130
Senior Analyst	$120
Analyst	$100
Property Owner Service Representative	$55
Support Staff	$50

Willdan Energy Solutions

Personnel	Labor Classification	Hourly Rate
Lance Kincaid, PE	Principal Engineer	$250.00
Ben Laboy, PE	Senior Engineer	$185.00
Patrick Burgess, PE	Senior Engineer	$185.00
Casey Smith, PE	Senior Engineer	$185.00
Andrew Davis	Senior Engineer	$185.00
Edgar Palacios	Energy Engineer	$155.00
Sripad Kamdadai	Energy Engineer	$155.00
Jamie Gustafson	Energy Engineer	$155.00
Taylor Briglio	Project Manager	$150.00

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

EXHIBIT C

TASK ORDER NO. [NUMBER]

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

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

RECITAL

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

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

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

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

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

DocuSign Envelope ID: A9777592-39E6-4492-ACCE-BAD6DDE3BD8D

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

"City"	"Consultant"
City of South Pasadena	**[COMPANY]**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Attest:

Approved as to form:

By:_____
Andrew Jared, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 22

DATE: November 20, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Cathy Billings, Library Director
Lucy Hakobian, Community Services Director

SUBJECT: **CONSIDERATION OF AN AWARD OF CONTRACT TO GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. FOR THE DEVELOPMENT OF THE LIBRARY/COMMUNITY CENTER COMPREHENSIVE SITE PLAN IN AN AMOUNT NOT TO EXCEED $150,000**

Recommendation

It is recommended that the City Council consider:

1. Awarding and approval of a contract to Group 4 Architecture, Research + Planning, Inc. for the development of the Library/Community Center Comprehensive Site Plan in an amount not to exceed $150,000, including the proposed bid amount of $148,600 and a contingency of $1,400, in the final contract form as approved by the City Attorney; and
2. Appropriating $150,000 to the Library/Community Center Comprehensive Site Plan Project from the General Fund 101, replacing the previously appropriated State and Local Fiscal Recovery Funds (SLRF) budget of $150,000, which will be used in another yet to-be-determined capacity.

Executive Summary

In Fiscal Year 2024-2025 the City Council budgeted $150,000 for the development of a Library/Community Center Comprehensive Site Plan (Site Plan). The Site Plan is a first step in the exploration of whether the worn and dated facilities that house the City's library and senior services should be replaced. This item proposes the approval of a professional services agreement with Group 4 Architecture, Research + Planning, Inc., the firm identified as best qualified to perform the work after a comprehensive review of the submissions received by the City in response to its Request for Qualifications seeking a site planning consultant.

Background

The Site Plan is for the Library Park site that is currently home to the 42-year-old Library and Senior Center buildings, and the Library Community Room, built in 1930. Library Park, the Library, and the Senior Center are heavily used civic spaces, and the services they provide are cited by residents as contributing to the high level of satisfaction with the quality of life that they report in surveys. Due to age and condition the buildings are no longer adequate to meet current and future community needs. As early as 1994—just 12 years after the facilities were built—the need for additional library space was studied and documented. Subsequently, there were two major efforts to study, document, and address the inadequacies of the Library and Senior Center facilities in terms of space and function, the first from 2000-2004 when library

needs assessments were completed and designs for a renovated facility were completed, and the second from 2013-2016, at which time Los Angeles County's Comprehensive Park and Recreation Needs Assessment for South Pasadena identified a dedicated community center as one of ten priority projects. In 2023 additional input about the need for facility improvements was received through the Library's strategic planning process and an organizational and operational assessment of the Community Services Department.

The Library, open to the public 7 days per week, is a vital community resource dedicated to literacy, lifelong learning, recreation, professional development, and promoting community. In Fiscal Year 2023-2024 the library had 211,410 visitors, checked materials out 375,086 times to 17,426 library card holders, answered 20,697 reference questions, and presented 284 programs attended by nearly 9,000 people.

The Senior Center, operated by the Community Services Department, is a lifeline for older residents, offering meals Monday through Friday, a diverse array of recreational activities, and essential social services, including one-on-one counseling for issues such as depression, grief, and retirement adjustment. In addition, the Senior Center provides a comprehensive range of health education and awareness programs, which include a podiatry clinic, health screenings, and an annual Health Fair that features dozens of vendors and attracts over 350 seniors. The City also operates the highly utilized Dial-A-Ride transportation service for South Pasadena seniors from the Senior Center.

In Fiscal Year 2023-2024 the City Council budgeted $150,000 for the development of a Comprehensive Site Plan for a future Library/Community Center, and on December 22, 2023, an RFQ was released on PlanetBids to solicit professional services.

The Scope of Work from the RFQ included the following five components:

1. Visioning of a New Facility: Provide a visioning and a strategic planning process for the Library/Community Center Plan. Phase 1 will focus on input and information gathering, community engagement, and outreach efforts to ensure a comprehensive understanding of community needs and aspirations.
2. Site Visits: Conduct in-person site visits to selected libraries and community centers in the greater Los Angeles area to evaluate their suitability, examine diverse physical layouts, and gather insights that will inform the visioning process for the Library/Community Center Plan.
3. Information Gathering: Design a process that includes community involvement and surveying and listening sessions for South Pasadena community members. Outreach will also include groups with a vested interest in the site and library and community services, such as the Library Board of Trustees and the Community Services Commission. City staff will be involved in outreach implementation. Review available documentation related to the past facility planning efforts.
4. Needs Assessment: Prepare and draft a detailed Needs Assessment for a future Library/Community Center as part of the Phase 1 Comprehensive Plan. This assessment will evaluate the nature in which facilities and site related programming meet, or do not meet user demands and expectations and prepare recommendations that include or address the following: analyzing demographics and trends, analyzing the Library, Senior Center and Community Room, as well as the open space provided by the Park and the programs and services directly related to the facilities. Through reasonable consultation and investigation, attempt to identity any forthcoming trends that might

affect the provision of Library/Community Center services and make recommendations on how to address them.

5. Phase 1 Comprehensive Plan: Provide a detailed analysis of the current City of South Pasadena population and trends for growth in the future as part of the Phase 1 Plan. Analysis should include evaluation of the City of South Pasadena General Plan and state and national standards, peer comparisons, library trends, and best practices for Community Centers. Complete an executive summary and PowerPoint Presentation that summarizes key findings from the plan. Present the Draft Final Phase 1 Comprehensive Plan to a City selected committee, collecting input and making revisions as deemed appropriate by City staff. Present the Final Phase 1 Comprehensive Plan to City staff, the City selected committee, and City Council for review.

Thirteen (13) proposals were received by the Thursday, February 1, 2024, 4:00 p.m. deadline (extended from January 25):

1. Anderson Brulé Architects, Inc.
2. Berry, Dunn, McNeil & Parker, LLC (with Noll & Tam Architects)
3. Gensler
4. Group 4 Architecture, Research + Planning, Inc.
5. Johnson Favaro, LLP
6. Koning Eizenberg Architecture Inc.
7. LPA Incorporated
8. ONYX Architects, Inc.
9. Otherworks, Inc.
10. Public Works Partners, LLC
11. Stayner Architects - Enfilade Partners Inc.
12. Steinberg Hart
13. Studio MA, Inc.

Analysis

In the first round of evaluation, proposals were reviewed and rated by City staff from the Library and Community Services Department. Proposals were rated based on multiple criteria, including project understanding, relevant experience, project approach, knowledge of the local area, quality/clarity of the submittal, and cost estimates. This first round of review narrowed the submissions in consideration from the original thirteen to six.

For the second round of evaluation, the 14-member Comprehensive Site Plan Ad Hoc Committee (Site Plan Committee) reviewed and ranked these six proposals from 1 to 6, based on criteria including overall experience and experience with community engagement and needs assessment, and the ability to convey information effectively. The compiled rankings identified the top three firms to be invited to interview:

Company	**Ranking**
Group 4	1
Koning Eizenberg	2
Johnson Favaro	3
Stayner	4
Steinberg Hart	5

LPA	6

Group 4 Architecture, Johnson Favaro LLP, and Koning Eizenberg Architecture Inc. were invited to interview on September 24, 2024. The interviews were conducted by a panel consisting of Ted Gerber, the City's Public Works Director; Nikki Winslow, Director of Altadena Libraries; John Jones, retired Community Services Director from the City of Torrance; Site Plan Committee members Tom Afschar and Bianca Richards; Councilmember Janet Braun; Cathy Billings, Library Director, and Lucy Hakobian, (then) Deputy Community Services Director.

Interviewees were asked the same series of questions, and time was allotted for follow-up questions from the panel. Panelists (except Cathy Billings and Lucy Hakobian) evaluated candidates on five criteria: overall qualifications, experience, quality of past performance, knowledge/understanding of South Pasadena, and approach to community engagement. Each criteria was ranked on a scale from 1 (highest) to 5 (lowest), with the highest possible score being 5 and the lowest being 25. When compiled, the lowest number score represents the top ranked candidate. The table below shows each candidate's score after compiling the panelists' rankings, and the bid amounts from the RFQ submissions:

Company	**Bid Amount**	**Number Score**
Koning Eizenberg	$150,000	8.83
Group 4	$148,600	9.83
Johnson Favaro	$163,500	11.67

Based on the interviews, Koning Eizenberg Architecture Inc. received the highest score, with Group 4 Architecture, Research + Planning, Inc. a very close second. The panel recommended that staff should have further discussion and select either Koning Eizenberg or Group 4.

While all three consultants interviewed are highly qualified, submitted excellent proposals and presented thoughtful presentations at their interviews, the staff recommends that Group 4 be awarded the contract to develop the Site Plan. Group 4 is a full-service firm dedicated to creating vibrant public places. For nearly five decades they have worked with communities to develop functional and cherished facilities that reflect and celebrate local values.

Group 4 and Koning Eizenberg's scores were very close, but Group 4 stands out as the best firm to complete the City's Library/Community Site Plan for the following reasons:

- Their focus on and extensive experience with site planning and designing for both libraries and community centers (separately and combined in a single facility), including Yorba Linda Library + Community Arts Center, City of Burlingame Community Center, Sacramento Public Library Master Plan, Walnut Creek Library, San Leandro Senior Center, Santa Clara Central Park Library, and Palo Alto Mitchell Park Library + Community Center, to name just a few in the state of California alone.
- Their project team's communication style and the way they present themselves is a good fit for the South Pasadena community and the City staff that will be working closely with the selected firm. References for Group 4 that staff spoke to expressed a high level of satisfaction working with this team and conveyed that Group 4 had the "personality and

demeanor" to successfully build a rapport with the community during engagement efforts, which is critical in South Pasadena.
- A demonstrated ability to develop creative, engaging and successful strategies for gathering community input.
- A demonstrated ability to incorporate the unique character of a community and its shared values into site plans and designs.

Dawn Merkes, Principal-in-Charge, and her team have demonstrated their ability to successfully complete site plans for clients many times. They have assembled an experienced team of experts including SWA Group (landscape architects), Page & Turnbull (historic preservation), and cost consultant Gary Holland of TBD Consultants. It is staff's opinion that their experience with libraries and community centers make them best qualified to complete a Site Plan that will provide a foundation for the City to take the next steps toward a future facility that would house a 21st century library and space for the delivery of community services to meet the needs of residents of all ages for learning, recreation, community and connection, and an overall exceptional quality of life.

Fiscal Impact
Funding for this project has been adopted in the FY 2024-2025 Budget under the "Library Master Plan" CIP Project, now referred to as the Library/Community Center Comprehensive Site Plan Project, with $150,000 transferred from "SLRF" Fund 206 (State and Local Fiscal Recovery Funds) to CIP Account No. 400-9000-9004-9338-000. As discussed previously with the Council, staff propose funding this Project with General Fund (101) dollars, given the General Fund resources available as a result of use of the SLRF to support General Fund expenditures in FY 23-24. This funding transfer/expenditures from the General Fund are planned to be shown from a Special Projects Account to the CIP Account No. 400-9000-9004-9338-000 in future reporting. The proposed bid amount is $148,600 and the remaining $1,400 of the $150,000 budget will be available for contingencies.

Key Performance Indicators and Strategic Plan
This item is consistent with the City Strategic Plan goal to Enhance Community Sustainability through Investment in Infrastructure and Environmental Management Programs (goal no. 4). The Site Plan and vision for a future Library/Community Center will also also address goal no. 6, to Enhance Customer Service through Innovation to More Effectively Respond to Community Priorities.

Commission Review and Recommendation
The Library Board of Trustees and the Community Services Commission have been receiving updates about the site planning project from their staff liaisons on a regular basis, but were not tasked with making a recommendation on this award of contract. The Library/Community Center Comprehensive Site Plan Ad Hoc Committee participated in the second round of review of RFQ submissions, which established the three highest ranked candidates to be invited to interview. Two members of the Ad Hoc Committee participated in the interviews.

Attachment:
Attachment No. 1 - RFQ #LB23-001 Group 4 Submission
Attachment No. 2 - Professional Services Agreement

City of SOUTH PASADENA

RFQ # LB23-001
LIBRARY / COMMUNITY CENTER COMPREHENSIVE SITE PLAN

Proposal | 01 February 2024









GROUP 4 ARCHITECTURE



CONTENTS

COVER LETTER 2

EXECUTIVE SUMMARY 4

COMPANY INFORMATION 5

REFERENCES 35

PROJECT WORK PLAN 37

QUALITY ASSURANCE 47

PRICING 51

SAMPLES 53

GROUP 4

ARCHITECTURE
RESEARCH +
PLANNING, INC

211 LINDEN AVENUE
SO. SAN FRANCISCO
CA 94080 USA
T:650•871•0709
F:650•871•7911
www.g4arch.com

1 February 2024

Domenica Megerdichian, Deputy City Manager
CITY OF SOUTH PASADENA
1414 Mission Street
South Pasadena, CA 91030

Re: RFQ No. LB23-001 Library/Community Center Comprehensive Site Plan

Dear Ms. Megerdichian and Members of the Selection Committee:

Group 4 Architecture, Research + Planning, Inc. is pleased to submit our proposal for the South Pasadena Library and Community Center Comprehensive Site Plan. This project is an exciting opportunity to position "Library Park" for 21st century cultural, library, senior, and recreation services in the South Pasadena community. Early site decisions and community outreach will be critical to realizing the ultimate vision, and Group 4 has the experience, skill, and passion to deliver excellent service and a high-quality site plan for the City.

Unparalleled Relevant Experience
For nearly five decades, Group 4 has worked with communities to develop vibrant, functional, and cherished facilities that reflect and celebrate local values. We have a deep portfolio in planning for all the building types expected to reside in "Library Park," including planning or designing more than 500 libraries, with over a dozen Carnegie libraries across California and many more across the nation. We are also leaders in community recreation, senior, teen, arts + cultural, and other community facilities. Our team has exceptional experience planning for co-located and joint-use facilities, such as our award-winning Yorba Linda Library + Cultural Arts Center that creates a community campus destination centered around shared outdoor spaces. We know how to plan for functionality and flexibility of multiple uses, both indoors and out, to maximize service and success.

Preserving and Celebrating History
Supporting us in identifying the best preservation and renewal strategies will be historic resource architects Page & Turnbull who are an integral part of Group 4's Santa Ana Library restoration team. Their principal in charge, John Lesak, has been a long-time resident of South Pasadena and a library customer. Our significant experience also extends to major, award-winning historic renovations and adaptive re-use projects, such as the Rinconada Library in Palo Alto and Milpitas Library, both examples of restorations of cherished historical landmarks complemented with stunning contemporary additions. Our engagement and approach for projects with historical considerations pay respect to what was there before, while boldly visioning for the future.

An Innovative and Engaging Approach
Community engagement is in Group 4's DNA and we strive to bring in the broadest voices including non-users and under-represented voices. In our inclusive engagement process, we work hand-in-hand with project stakeholders to identify opportunities for shared and joint-use spaces, programming, and operations to create a vision that coalesces the needs of diverse stakeholders into a cohesive design. Our trademark mobile kiosks support pop-up engagement at farmer's markets, community festivals, and other high-traffic locations and events. We look forward to refining our engagement strategy with the City and have offered opportunities to expand the basic scope of services in this proposal.

JILL EYRES
ARCHITECT

ANDREA GIFFORD
ARCHITECT

JONATHAN HARTMAN
ARCHITECT

DAWN E. MERKES
ARCHITECT

DAVID SCHNEE
ARCHITECT

CAROLYN CARLBERG
ARCHITECT

GARY CHING
ARCHITECT

HARDING DOWELL
ARCHITECT

DANIEL LAROSSA
ARCHITECT

WILLIAM LIM
ARCHITECT

TERESA ROM
ARCHITECT

A Qualified and Cohesive Team
Our proposed team is composed of Group 4 senior leadership committed to the project's success. Principal-in-Charge Dawn Merkes has delivered many of Group 4's most innovative, acclaimed, and successful community, senior, and library projects. Dawn brings 30 years of experience helping communities create a shared vision, support, and momentum for design within budget. Dawn has led many planning projects which led to successful ballot and funding measures for innovative new civic facilities, including The Center at District56 in Elk Grove and South San Francisco Civic Campus planning.

Principal Project Manager Andrea Gifford has a proven track record creating a strong foundation for new community spaces, funding, and implementation. She has been key in delivering some of Group 4's most successful historical renovations, including the re-design for the historic Santa Ana Main Library. Principal Architect David Schnee will be the support the new site plan as well, offering a breadth of experience in planning and placemaking for multi-generational community facilities.

Also joining Group 4 will be a team of specialty consultants with whom we have worked extensively on other successful community projects. Our experienced team includes SWA, who creates inspired landscapes that weave together building and site elements into a community campus, as in our new Yorba Linda Library and Cultural Arts Center. Long-time and trusted collaborator Gary Holland from TBD Consultants will lead cost consulting services for our team, ensuring that the South Pasadena Library and Community Center project is set up for future success.

Local Leadership
We consider South Pasadena to be in our back yard and have successfully delivered dozens of projects across Southern California and are actively working in the region on the planning and design for the Placentia Senior/Community Center and are prepared to dedicate a high level of principal time to make this project a success. We look forward to discussing your exciting project and the contents of our proposal further. Do not hesitate to reach out directly to our team with any questions.

Sincerely,

GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC.

Dawn Merkes AIA LEED	Andrea Gifford RA LEED AP	David Schnee, AIA, LEED
Principal-in-Charge	Principal Project Manager	Principal Architect



EXECUTIVE SUMMARY

The South Pasadena Library/Community Center Site Plan Project is an exciting opportunity for the South Pasadena community, City leaders, and City staff to begin to refine their vision for a vibrant, beautiful, functional and multi-generational library and community center campus that will be the heartbeat of the community, enhance "Library Park" and serve the City for generations to come. Based on our review of the City's objective for this project and our experience on other similar projects, we believe the Group 4 team is exceptionally qualified to work with the City of South Pasadena on this important project.

Shared Team Experience	Our proposed key personnel and consultants each come with extensive experience working with public clients, on library + community/senior centers, and on historically significant sites, and other relevant projects. Where appropriate in the Company Information and Samples section, we have identified prior personnel collaborations on similar projects, and have include resumes for all proposed key personnel and our subconsultant teams.
Understanding	Our proposal includes a detailed project understanding which builds upon the prior work the city completed for the General Plan. Our project approach section details how we will work with staff, the community, and community leaders to deliver the new South Pasadena Library/Community Center Site Plan. Our team understands the critical importance for this site, a civic heartbeat to the South Pasadena community and culturally significant public space, to be positioned for future success.
Approach + Project Schedule	The Project Approach and Graphic Schedule articulate the various tasks, studies, deliverables, and milestones that will cumulatively inform the site planning process – including a proposed participation plan sequencing meetings with various stakeholders. We look forward to refining each to meet the City's needs.
Pricing	Our proposed project pricing has been developed to successfully deliver the services requested by the City. We understand that the City has a $150,000 budget for this project, and our prices are intended as a starting point for discussion.
Completeness + Quality of Proposal	This proposal was developed with care and understanding of the City's RFP requirements and stated project goals. The contents represent a cohesive document demonstrating our team's ability, experience, fitness, and enthusiasm to collaborate with the City of South Pasadena for the site plan for the Library and Community Center that creates strong momentum for future work.



COMPANY INFORMATION





FIRM OVERVIEW

Group 4 Architecture, Research + Planning, Inc., is a full-service firm dedicated to creating vibrant public places that cultivate dynamic communities. Our distinctly inclusive design process engages diverse public, staff, and stakeholder groups in shaping the future of their communities.

Group 4 has specialized in public libraries for more than 30 years, and we have planned and designed hundreds of libraries nationwide – each a reflection and celebration of its unique community cultures and values. Our planning work positions library projects for successful funding and implementation. Our library designs are hailed as vibrant, innovative, resilient, and beautiful community destinations for connection, collaboration, creation, and celebration.

Group 4 is a majority woman-owned California corporation and DGS-certified small business. Our headquarters is in South San Francisco and we have satellite offices in San Diego, Philadelphia, Seattle, and Lexington KY. Our 30-person staff includes planners, architects, interior designers, and technical and construction support specialists. We are active in professional organizations such as PLA, ULC, USGBC, American Institute of Architects, and the Environmental Design Research Association.

FIRM CONTACT INFORMATION

Group 4 Architecture, Research + Planning, Inc. | 211 Linden Ave, South San Francisco, CA 94080
(650) 871-0709 | www.g4arch.com







LEADERSHIP IN PUBLIC LIBRARY DESIGN

Group 4 has decades of experience on hundreds of public library projects. We provide a full range of planning and architectural services to library clients, including:

- Systemwide planning for library services and facilities
- Site-specific pre-design services, such as needs assessments, feasibility studies, and programming
- Design, construction, and post-occupancy architectural services
- Stakeholder and community communications and outreach
- Systemwide design and branding services and standards
- Strategy and support for capital campaigns, including voter measures as well as fundraising/donor campaigns

We are continually looking to the horizon of library services and facilities. We work with industry leaders and innovators to invent and shape the future of library services and spaces.

Our library projects are developed through an interactive process with staff, stakeholders, and the community at all levels. Library staff are thoroughly involved in developing the vision for service and impact as well as goals for customer experience, service delivery model, and efficient workflow. Expert consultants join our team as needed to deliver products finely tuned to the singular profile, needs, and vision of each library client. The result has been many innovative, achievable plans and award-winning libraries crafted to serve their communities well into the future.



SCALABLE SOLUTIONS

- 500 square foot pop-ups to 500,000 square foot main libraries
- Single location to multi-branch systems
- Landmark library design through new construction and adaptive reuse



INDUSTRY INNOVATORS

- Curated customer experiences
- Flexible, sustainable, and resilient
- Emerging and evolving models of service



ENGAGING PROCESS

- Empowering community voices while bridging diverse interests
- Inclusive and intentional design that celebrates equity, access, and culture
- National reach with designers + planners based in San Francisco, San Diego, Seattle, Philadelphia, and Lexington

SUPPORT & FUNDING

- Telling the story of your library's unique role in the community
- Grant, ballot, and philanthropy support
- Helped raise more than $3 billion in new library funding







LEADERSHIP IN COMMUNITY AND SENIOR CENTERS

The vision for the future of the South Pasadena Library and Community Center is of a true civic destination for the entire community – vibrant, active, and rich with diverse resources, services, technologies, programs, and events. Seniors will come for daily activities including learning, games, nutrition, arts and crafts, and social gathering. Community members of all ages – children, teens, families, friends, and neighbors, as well as seniors – will also come here for cultural events, educational programs, lifelong learning opportunities, and civic engagement. The new South Pasadena Library and Community Center will be a unique and magical place for a unique and magical community.

Group 4 is a national leader in senior, recreation, and community center design, with decades of experience in these project types. Our award-winning Center at District 56 in Elk Grove is an excellent example of a multigenerational, multipurpose center with dedicated spaces for seniors and veterans as well as multi-use program and event spaces. Spaces in the facility include a 6,000 square foot Community Hall, arts and crafts room, fine arts room, music room, fitness room, classrooms, conference rooms, gift shop, commercial kitchen, catering kitchen, and café.

SENIOR/COMMUNITY CENTER PRIORITIES

Group 4 has more than 40 years of experience with senior, community, and recreation center projects. We start each project with the client's goals for service, operations, and customer experience. Our team takes a holistic program and design approach that strives to support an integrated service model and efficient operations. South Pasadena's new senior/community center should be highly flexible to maximize day-to-day programming and to support long-range adaptability for changing community needs and evolving service trends.

Group 4's senior, community, and recreation projects:

- **Reflect and respond to local community needs.** We develop an intimate understanding of each community's profile, needs, and aspirations. This work – which includes in-depth study of local population trends, interviews with stakeholders, staff, users and potential users – is the basis of our building program and the critical first step in establishing the foundation for any project.
- **Incorporate national best practices.** Our regular work with public agencies and involvement and thought leadership with professional organizations (such as NRPA, CPRS, and others) ensure our up-to-date understanding of the factors influencing trends in community facilities. We simultaneously keep our eyes on nationwide trends and on specific local needs and dynamics. This balance ensures the development of facilities that are right for each community today and also prepared for its future.

- **Promote operational sustainability.** Operational efficiency will be a key factor for the ongoing success of the new Placentia Senior/Community Center. Critical considerations will include designing flexible spaces for diverse uses; optimizing the program for rentals and revenue generation; providing clear visibility for staff and intuitive wayfinding for customers; using durable and easy-to-maintain finishes; and providing functional, easy-to-use equipment and furnishings.



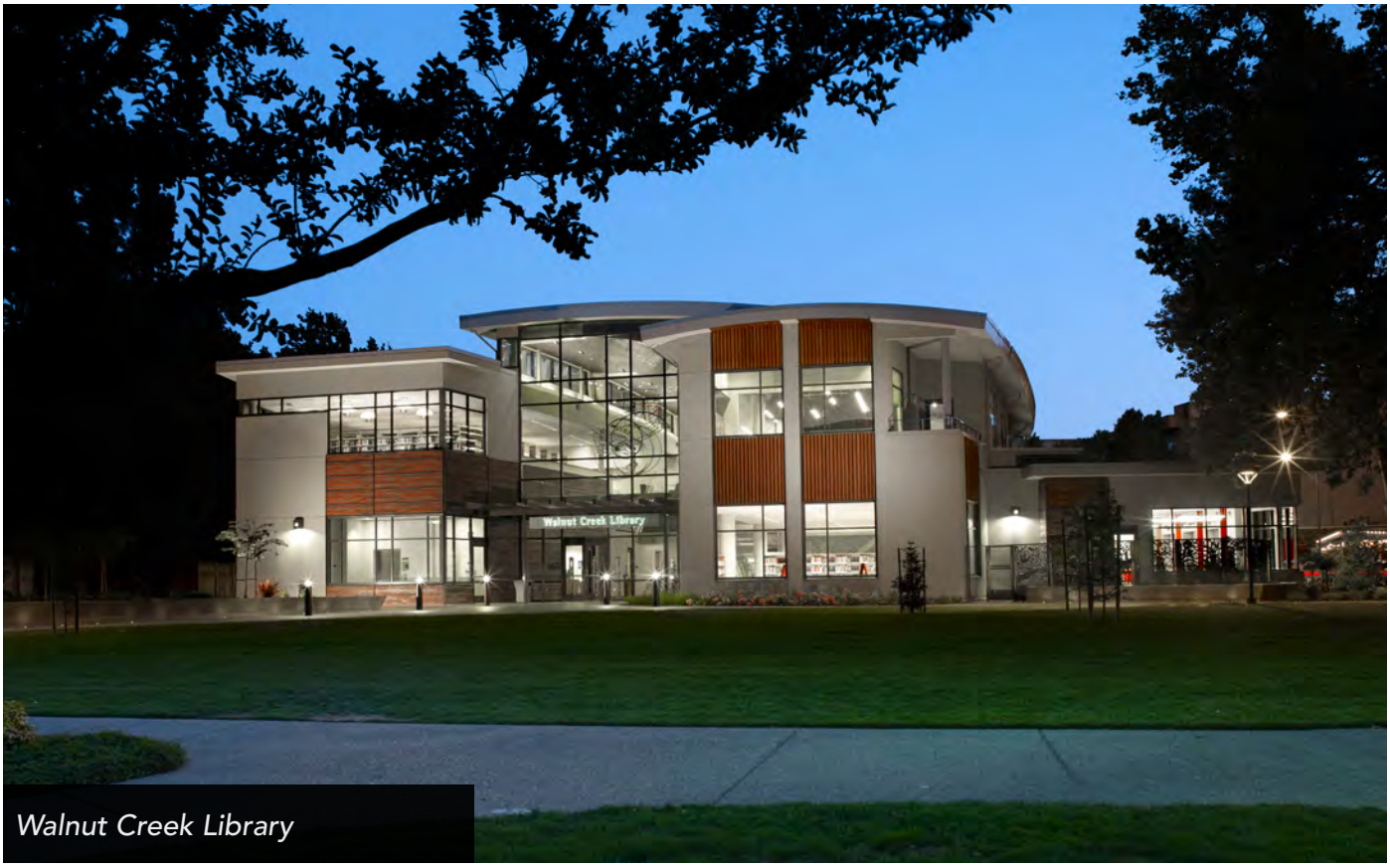
DESIGNING MULTI-USE FACILITIES + CAMPUSES

Group 4 has excellent experience designing co-located, multi-use facilities and we are strong advocates for the community benefits these facilities can provide. We work with our clients to design highly functional and operationally-efficient facilities that maximize access, use, revenue, and benefits.

Considerations in designing the new Library and Community Center to support multiple uses will include:

- **Level of integration** among the senior center, community center, rental, and park functions will inform how the center should be designed to support effective operations. Integration models we will explore with the City include co-located (working side by side but limited overlap of programming and space use); cooperative (some shared programming and spaces); and collaborative (integrated programming and shared use of most spaces).
- **Planning for change** is always a good strategy since trends, interests, and programs change with time, and this is especially true for multi-generational facilities where interests and entertainment preferences change quickly as they adapt to new technologies and embrace new activities.
- **Functional and flexible furniture** supports multiple activities and programs. Furniture should be timeless, flexible, movable, durable, and comfortable. With the senior center users and multi-generational users, it will be important to provide furniture that supports the varied age and types of users.
- **Outdoor/indoor** spaces and rooms allow for expanded and additional programming opportunities. Locating the new facility in "Library Park" provides an amazing opportunity to leverage the outdoor spaces as programmable space to complement, enhance, and add capacity to indoor spaces. Using an outdoor/indoor philosophy for other similar projects, like the new District56 Center in Elk Grove, has resulted in a facility that doubles the community's return on its investment.





Walnut Creek Library





Group 4 successfully collaborated with the City of Palo Alto to built public support for a bond measure that passed with nearly 70% voter support

POSITIONING PROJECTS FOR SUCCESS

Our team has excellent experience with helping clients develop realistic project budgets, successful funding strategies, and strong stakeholder and community support for project implementation. Group 4 clients has also helped many library clients develop new funding for library construction. Examples include:

- We have an excellent record of developing **accurate project budgets**. From the very earliest phases of planning, we begin building a comprehensive budget that includes soft costs, FF&E, technology, public art, moving, and appropriate contingencies in addition to construction costs. The accuracy of our budgets is revealed when our projects are bid; most of our projects are bid well under the final engineering cost estimate.
- We have helped clients prepare for **local ballot measures** to fund construction.
  - » *We helped the City of Palo Alto plan and build public support for a bond measure for capital funds to build three libraries and a community center; the $72 million measure passed with nearly 70% voter support. Recent Group 4 projects to have received voter support include a new joint library and community center in South San Francisco, and the City of Newark's new Civic Center.*
  - » *Group 4 worked with the Multnomah County Library to develop its Framework for Future Library Spaces, which recommended improvements county-wide including*



Indian Creek Library (Olathe,KS)

a new flagship branch in the underserved east county. Voters approved a $385 million bond measure to fund the first phase of recommended projects in 2020.

» *We facilitated a series of "summits" in Johnson County, Kansas to engage county commissioners, city councilmembers, library board members, and business and non-profit leaders in dialogue about their community libraries. Our Comprehensive Library Master Plan for the Johnson County Library painted a clear picture of how improved libraries could help communities achieve their strategic goals. At the end of the process, county commissioners increased the tax levy to raise more than $70 million for the first phase of library improvements.*

- Group 4 is a leader in California and beyond in supporting our library clients in their **fundraising campaigns**.

» *We supported the Walnut Creek Library Foundation in raising $5 million toward the construction of a new library through the development of a donor recognition and naming program, and worked hand in hand with the Palo Alto Library Foundation and the City of Palo Alto to raise over $3 million for new libraries and community center.*

» *Our Master Facilities Plan for the Oakland Public Library set the stage for a strong partnership with Oakland Public Schools to build and operate the 81st Avenue Branch Library; we also helped the City win significant state grant funding for the project.*



Multnomah County Library Framework for Future Library Spaces Community Engagement



PROJECT TEAM

GROUP 4 KEY PERSONNEL

Group 4's proposed team has a 15+ year history as a collaborative ensemble, and have developed and refined our approach to public facilities planning and design. Each member has extensive experience on new construction, renovation, and adaptive reuse community, senior, and library projects, as detailed on the Samples tab. Each of Group 4's key personnel's time commitment to this project are listed on the organization chart on the next page.

- Principal-in-Charge **Dawn Merkes** AIA LEED AP will be the point of contact for contracting and will lead engagement strategies for the South Pasadena Library and Community Center project. She is particularly skilled in coordinating complex multi-user client groups and building consensus aligned with project goals and objectives. Dawn is currently leading the adaptive reuse of a former Rite Aid into a new library in Elk Grove, and has decades of experience leading successful library and community facility projects throughout California.
- Principal **Andrea Gifford** RA LEED AP will act as Project Manager and be the day-to-day contact for the City of South Pasadena. In addition to her extensive senior, recreation, and library planning projects, Andrea is Director of Interiors for Group 4. She is recognized for her ability to plan and detail clear, functional, and inspiring interiors, utilizing beautiful design motifs that add to the quality of the experience with interior finishes, furniture, and signage.
- Principal Architect **David Schnee** AIA LEED AP brings decades of experience planning and laying the foundation for innovative library and community facility designs. He also has been key in delivering projects with key historical considerations in his over 25 years experience at Group 4.
- Senior Associate **Carolyn Carlberg** RA LEED AP has led the development of many dynamic and flexible senior, recreation, and library programs + designs at Group 4 and will support the comprehensive site layouts and engagement for the new South Pasadena Library and Community Center.

SUBCONSULTANTS

Our subconsultant team is made up of frequent collaborators and previous team members from some of Group 4's most successful library and public facility projects. Each of Group 4's proposed subconsultants have extensive experience working with public facilities, including libraries and community-centered civic campuses. Select examples of recent collaborations with our team members are listed below.

- **SWA Group** has worked with Group 4 on sustainable, functional, and beloved public facilities and civic campuses, including the Yorba Linda Library + Cultural Arts Center and District56 in Elk Grove. SWA will be key in presenting site opportunities which inspire indoor-outdoor connections for the library and how the new facility will blend with the existing "Library Park".
- **Page & Turnbull** (historic consultant) will ensure the character and history of the Carnegie/Community Room building is honored and brings decades of experience in historic renovations, including the Santa Ana Main Library with Group 4. Principal John Lesak is a native of South Pasadena and well-versed in the site's history, cultural significance, and critical importance this project has for South Pasadena's future.
- Cost consultant Gary Holland from **TBD Consultants** has worked with Group 4 on previous community, senior center, and library planning projects. Gary is currently working with Group 4 on conceptual design and site planning for the Sunnyvale Main Library, and was a member of successful collaborations for the Yorba Linda Library + Cultural Arts Center and multi-generational Burlingame Community Center.





Dawn Merkes



Elk Grove Library Adaptive Reuse



San Pablo Library
LEED-NC Silver

DAWN MERKES AIA LEED
PRINCIPAL-IN-CHARGE

Award-winning architect Dawn Merkes is a recognized leader in helping clients develop a shared vision, community support, and strong momentum for the development of new libraries.

She is highly creative and strategic in engaging the community in the project planning and design process; the multi-method approach she developed at Group 4 has been used successfully in communities throughout the country. Dawn is an active proponent of user-based planning for public and private projects. Given her strong communication skills and excellent public meeting facilitation abilities, it is no surprise that Dawn excels in working with communities and people to create a shared vision for facilities that will have a significant impact on people's daily lives.

EDUCATION AND REGISTRATION

Bachelor of Architecture, Montana St. University, Bozeman
Registered Architect, State of California, C24206
LEED Accredited Professional BD+C

REPRESENTATIVE PROJECTS

- *Yorba Linda Library + Community Arts Center*
- *The Center at District56, Elk Grove*
- *Burlingame Community Center*
- *Millbrae Community Center*
- *Placentia Senior/Community Center*
- *San Jose Environmental Innovation Center*
- *Sacramento Public Library Master Plan*
- *Santa Rosa Hearn Community Hub*
- *Palo Alto Mitchell Park Library + Community Center*
- *Elk Grove Library Adaptive Reuse*
- *Elk Grove Library & Cultural Arts Facility Master Plan*
- *Oakland 81st Avenue Library*
- *San Leandro Senior Center*
- *Concord Senior Center Needs Assessment*
- *West Sacramento Community Center*
- *San Pablo Library*
- *Walnut Creek Library*
- *San Rafael Library Feasibility Study*
- *Foster City Recreation Center*
- *Gonzales Community Center*
- *Granada Community Center*
- *San José Roosevelt Community/Teen Center*
- *South San Francisco Grand Avenue Library Modernization*
- *South San Francisco Community Facilities Studies*

ANDREA GIFFORD RA LEED
PRINCIPAL PROJECT MANAGER

Andrea Gifford is instrumental in the transformation of projects from architectural vision to articulated buildings aligned with client and community goals. Andrea has a keen understanding of functional building use, fluid user circulation, and simple aesthetic design solutions. She has developed unique and elegant designs for many award-winning projects. The Library Journal has featured Andrea's work on numerous occasions, including a new branch of the Chula Vista Public Library in a "Best of the Past and Present" libraries feature and the Mitchell Park Library & Community Center which was named a "New Landmark Library."

EDUCATION AND REGISTRATION

Bachelor of Science, Architectural Studies, University of Illinois, Urbana-Champaign
Registered Architect, State of California, C32830
LEED Accredited Professional ID+C

REPRESENTATIVE PROJECTS

- *Yorba Linda Library + Community Arts Center*
- *Cincinnati-Hamilton County Public Library Main Library*
- *Burlingame Community Center*
- *Gonzales Community Center*
- *Granada Community Center*
- *Concord Senior Center Needs Assessment*
- *The Center at District56, Elk Grove*
- *Millbrae Community Center*
- *Olathe Public Library Indian Creek Branch*
- *Chabot College Library + Learning Connection*
- *College of Marin Learning Resources Center*
- *Marksbury Family Branch (Lexington KY)*
- *Dayton Metro Library System-wide Design Services*
- *Dayton Main Library Expansion*
- *Walnut Creek Library*
- *Milpitas Public Library*
- *Palo Alto Mitchell Park Library*
- *Palo Alto Rinconada Library*
- *Palo Alto Downtown Library*
- *Palm Springs Library Renovation*
- *South San Francisco Grand Avenue Library Modernization*
- *South San Francisco Main Library Improvements*
- *Spokane Central Library*
- *Spokane Shadle Librar*
- *Santa Clara Central Park Library*



Andrea Gifford



Indian Creek Library, Olathe KS
AIA Central States Honor Award
AIA San Mateo County Honor Award



San Pablo Library
APWA N. California Public Works Project of the Year
LEED-NC Silver



David Schnee



Dayton Main Library
AIA Dayton Honor Award
LEED NC-Gold



Spokane Central Library

DAVID SCHNEE AIA LEED
PRINCIPAL ARCHITECT

David Schnee has led the design of innovative, forward-thinking, and beautiful libraries across the country, from small branches to large, complex main libraries. He is currently leading the design and restoration of the historic main library in Santa Ana and was also the principal-in-charge for the award-winning new Yorba Linda Library and Cultural Arts Center. With years of experience transforming library spaces for all users and generations, David recently shared his knowledge at the NEXT Library Conference 2023 in Aarhus Denmark and at CLA 2023 on the topic of learning through play.

EDUCATION AND REGISTRATION

Master of Architecture, University of California, Berkeley
Master of City Planning, University of California, Berkeley
Bachelor of Architecture, Cornell University
Registered Architect, State of California, C27893
LEED Accredited Professional BD+C

REPRESENTATIVE PROJECTS

- *Cincinnati-Hamilton County Public Library Main Library*
- *Spokane Central Library*
- *Spokane Shadle Library*
- *Yorba Linda Library + Community Arts Center*
- *Olathe Public Library Indian Creek Branch*
- *Chabot College Library + Learning Connection*
- *College of Marin Learning Resources Center*
- *Marksbury Family Branch (Lexington KY)*
- *Santa Ana Main Library Renovation*
- *Dayton Metro Library System-wide Design Services*
- *Dayton Main Library Expansion*
- *Oakland 81st Avenue Library*
- *Milpitas Public Library*
- *Palo Alto Rinconada Library*
- *San Lorenzo Library*
- *San Pablo Library*
- *Cuyahoga County Public Library FMP*
- *Cincinnati-Hamilton County Public Library FMP*

CAROLYN CARLBERG RA LEED AP BD+C

PROJECT DESIGNER

Carolyn Carlberg has been working on Group 4 library projects for over 15 years. Her commitment to inclusive planning and design adds to her skills as a facilitator for staff, stakeholder, and community engagement events. Her creativity and innovative spirit promote design excellence. Her excellent organizational skills and attention to detail are key for well-managed projects.

For the Dayton Metro Library's $187 million capital improvement program, she was instrumental in developing the innovative programming, design, and operations concepts that are being implemented systemwide. She is currently managing the design team for the transformation of a retail drug store building into the newest branch of the Sacramento Public Library. She is also leading the systemwide design standards for NCW Libraries and Jefferson County Public Library.



Carolyn Carlberg

EDUCATION AND REGISTRATION

Bachelor of Science in Architecture, Washington University
Registered Architect, State of California, C36332
LEED Accredited Professional BD+C



Dayton Main Library

REPRESENTATIVE PROJECTS

- *The Center at District56, Elk Grove*
- *Gonzales Community Center*
- *Placentia Senior/Community Center*
- *Burlingame Community Center*
- *Millbrae Community Center*
- *Granada Community Center*
- *Fremont Community Center*
- *Boulevard Recreation Center*
- *San Jose Environmental Innovation Center*
- *Elk Grove Library Adaptive Reuse*
- *MLK Jr. Library, Sacramento*
- *Dayton Main Library Master Programming + Design Standards*
- *Dayton Northwest Library*
- *NCW (North Central Washington) Libraries Design Standards*
- *Palo Alto Rinconada Library Expansion*
- *Indian Creek Library*
- *Jefferson County Public Library Design Standards*
- *Coachella Library Conceptual Design*
- *Columbus Metropolitan Library 20/20 Vision Plan*



Indian Creek Library

SWA Group

For over six decades, SWA has been recognized as one of the world's design leaders in the fields of landscape architecture, planning, and urban design. Their projects have garnered over 850 awards and have been showcased in over 60 countries. SWA principals are among the industry's most talented and experienced designers and planners. Emerging in 1959 as the West Coast office of Sasaki, Walker and Associates, the firm first assumed the SWA Group name in 1975. In 2005 SWA received the ASLA Firm Award, the highest honor the American Society of Landscape Architects can bestow on a landscape architecture firm.

Despite being one of the largest firms of its type in the world, SWA is organized into smaller studio-based offices that enhance creativity and client responsiveness. Over 75 percent of their work has historically come from repeat clients. In addition to bringing strong aesthetic, functional, and social design ideas to their projects, they're also committed to integrating principles of environmental sustainability. At the core of their work is a passion for imaginative, solution-oriented design that adds value to land, buildings, cities, regions, and to people's lives.

Landscape Architecture

For the planning and exterior design of client sites, SWA provides complete landscape architectural services, including site planning, concept design, schematic design, design development, construction documentation, and construction observation. They often provide their clients with continuing landscape design consultation after construction completion and can provide landscape management plans for their use.

SWA Relevant Experience

SWA's civic campus and library experience includes the recently completed Fremont Civic Center Plaza and collaborations with Group4 for master planning and design services for Elk Grove's new 56-acre civic center park (known as District56) and the Yorba Linda Library & Arts Center. These projects effectively demonstrate programmed yet flexible landscape spaces that respond to a wide-scale of community needs.

SWA has enjoyed close and effective collaboration with Group4 on a variety of civic facility projects throughout California. In addition to the recently completed projects in Elk Grove, other projects with G4 include community facilities within the cities of San Bruno, San Jose, Yorba Linda, Pacifica, Kentfield, and South San Francisco. Current work includes the Foster City Recreation Center in Leo J. Ryan Park, and the Chabot Library & Grand Court in Hayward.









Marco Esposito, RLA

PRINCIPAL

As a landscape architect and urban designer, Marco Esposito is focused on creating vibrant, iconic and walkable outdoor living rooms for communities. He has almost four decades of experience shaping civic spaces, including the recently completed Elk Grove District56 Community Center and Commons, and the Yorba Linda Library & Arts Center, both with Group 4 Architecture, Research + Planning, Inc. His current civic projects with Group 4 include the San Bruno City Park Recreation Center, the Foster City Recreation Center in Leo J. Ryan Park, and the Chabot Library & Grand Court in Hayward.

Education
BA Landscape Architecture, with High Honors, 1984, University of California, Berkeley

Registration
Registered Landscape Architect: California

Professional Affiliations
Member, Urban Land Institute

Member, American Society of Landscape Architects

Member, San Francisco Planning and Urban Research Association

Academic Activity
Distinguished Visiting Fellow, UC Berkeley 2015-2018

Visiting Presenter and Design Critic, Various Classes, UC Berkeley

Select Awards
American Public Works Association, Sacramento Chapter, Project of the Year Award - Elk Grove District 56 Community Center, 2021

California Park & Recreation Society Excellence in Design/Facility Design, Yorba Linda Library & Cultural Arts Center, 2021

AIA California Honor Award for Urban Design - Downtown Dublin Preferred Vision, 2021

ASCE Community Improvement Project of the Year - Yorba Linda Public Library & Cultural Arts Center, 2021

AIA Inland California Honor Award - Chabot College Library & Grand Court, 2020

Representative Projects:

Yorba Linda Public Library & Cultural Arts Center, Yorba Linda, CA
Completed 2020. Contract amount: $250,600

Chabot College Library & Grand Court, Hayward, CA
Ongoing. Contract amount: $195,000

College of Marin Learning Resources Center/Library & Social Slope, Kentfield, CA
Ongoing. Contract amounts: $383,000

Pacifica Civic Center, Pacifica, CA
Ongoing. Contract amount: $106,500

Elk Grove District56 Master Plan, Elk Grove, CA
Completed 2016. Contract amount: $109,380

Elk Grove District56 Commons, Elk Grove, CA
Completed 2017. Contract amount: $724,000

Elk Grove District56 Community Center, Elk Grove, CA
Completed 2019. Contract amounts: $149,750

San Bruno City Park Recreation & Aquatics Center, San Bruno, CA
Ongoing. Contract amounts: $566,000

Calabazas Park Community Center Master Plan, San Jose, CA
Completed 2020. Contract amount: $20,000

Belmont Community Center & Park, Belmont, CA
Completed 2019. Contract amount: $48,000

South San Francisco Community Campus, South San Francisco, CA
Completed 2016. Contract amount: $40,000

Burlingame Town Square, Burlingame, CA
Ongoing. Contract amount: $988,000

Placentia Community Center, Placentia, CA
Ongoing. Contract amount: $312,560

San Pedro Street Pedestrianization, San Jose, CA
Ongoing. Contract amount: $60,800

Firm Overview

PAGE & TURNBULL imagines change in historic and contemporary environments to cultivate thriving, sustainable, and resilient communities. Our mission is to understand the past and apply the lessons learned to revitalize historic buildings and places to benefit current and future users.

For 50 years, Page & Turnbull has led architecture, preservation, and planning projects for civic, cultural, educational, and commercial clients. Our work has impacted some of California's most significant buildings and, more importantly, our projects have made a difference in people's lives. For the staff of architects, architectural historians, cultural resource planners, and materials specialists who work at Page & Turnbull, preservation is more than just saving old buildings. **Preservation and adaptive reuse are about valuing a community's stories and envisioning a better future.**



The Cheech Marin Center for Chicano Art & Culture

One Firm, Three Studios

ARCHITECTURE & HISTORIC ARCHITECTURE We work as architect of record, design architect, preservation architect, and preservation consultant collaborating with specialty disciplines to re-envision existing and historic buildings, integrate modern systems, and design contemporary interventions.

CULTURAL RESOURCE PLANNING Architectural historians and cultural resources planners evaluate historic resources including individual buildings, landscapes and entire communities, to assess their historic integrity. The studio is proficient in authoring a wide range of reports, developing and implementing mitigation measures, and completing National Register and California Register documentation.

PRESERVATION AND MATERIALS TECHNOLOGY Materials specialists conduct conditions surveys, materials analyses and testing, sequential dating, and other investigative processes to understand historic building methods and materials and to uncover the work of early craftspeople.

LEGAL NAME OF FIRM
Page & Turnbull, Inc.

OFFICES
Los Angeles
Sacramento
San Francisco
San Jose

HEADQUARTERS
170 Maiden Lane, 5th Floor
San Francisco, CA 94108
Main: 415.362.5154

SIZE
50 full-time employees

ESTABLISHED / INCORPORATED
1973 / 1975

PRIMARY EXPERTISE
Architecture
Historic Preservation
Existing Buildings
Tax Credit Certification
Cultural Resources Planning & Research
Historic Documentation
Preservation Technology
Materials Conservation
Urban Planning

M/W/SBE CERTIFICATIONS
State of California Small Business Enterprise (SBE)
CA DGS Cert. No 10737

State of California Women-Owned Business Enterprise (WBE)
CUPC Cert. No. 20000919

Self-Certified Federal Smal Business

P&T

PAGE&TURNBULL

San Francisco 415.362.5154
Los Angeles 213.221.1200
Sacramento 916.930.9903
San Jose 408.320.7911

www page-turnbull.com

@pageturnbull
@pageandturnbull
pageturnbull



JOHN D. LESAK AIA, FAPT, LEED AP

Historic Preservation Architecture Principal

John is the founder and principal-in-charge of Page & Turnbull's Southern California office. With an interdisciplinary education in architecture, engineering, and materials science, John specializes in the rehabilitation, repair, and reuse of existing buildings and sites. His project experience ranges from serving as preservation and reuse architect for the Glendale Masonic Temple, The Magic Castle in Los Angeles, and The Cheech Marin Center for Chicano Art and Culture. His diversity of projects includes cultural heritage studies of historic properties abroad for the Department of State's Overseas Buildings Operations and numerous historic resource evaluations for UCLA. John is an Adjunct Faculty at the University of Southern California's School of Architecture where he teaches a course on sustainable historic preservation in the Heritage Conservation program.


Stockdale Community Center


San Francisco Presidio Branch Library


Goleta Community Center

EDUCATION

Master of Architecture, University of Illinois, Urbana-Champaign, Structures Option

Bachelor of Science in Architecture, University of Illinois, Urbana-Champaign

LICENSES

California Architect: C26607

LEED Accredited Professional

AFFILIATIONS

City of South Pasadena Planning Commission, 2017 to Present

City of South Pasadena Cultural Heritage Commission 2005-2014, 2017

AIA LA Historic Resource Committee, Chair

AIA San Francisco Historic Resources Committee

RELEVANT PROJECT EXPERIENCE

- The Cheech Marin Center for Chicano Art and Culture, Riverside
- UCLA Powell Library Seismic Retrofit, Los Angeles
- Santa Ana Library Renovation, Santa Ana
- Presidio Branch Library Rehabilitation, San Francisco
- Chinatown Branch Library Rehabilitation, San Francisco
- The Webb Schools, Stockdale Community Center, Claremont
- Goleta Community Center Seismic Retrofit, Goleta
- Washington View Apartments Renovation, Los Angeles
- Welwood Murray Library Historic Resources Assessment, Palm Springs
- Riverside Downtown Library Historical Resources Technical Report, Riverside
- Leo Carillo Ranch Historic Park, Carlsbad
- Annenberg Community Beach House, Santa Monica
- The Greek Theatre Rehabilitation, Griffith Park, Los Angeles
- Azusa Old Schoolhouse and Historic Row, Azusa
- Rubel Castle Historic District Preservation Plan, Glendora
- Tustin Hangar No. 2, Tustin
- Robert and Charlotte Disney Bungalow, Rehabilitation, Los Angeles
- 312 Spring Street U.S. Federal Courthouse, Los Angeles
- Captiol Records Building Seismic Retrofit, Los Angeles

PAGE&TURNBULL



CONTACT US

Orinda, CA
93 Moraga Way, Suite 206
San Francisco, CA 94563
Phone: (415) 981-9430
Fax: (415) 981-9434

Los Altos, CA
2063 Grant Road
Los Altos, CA 94024
Phone: (650) 386-1728

Sacramento, CA
6518 Lonetree Boulevard
Suite 164
Rocklin, CA 95765
Phone: (916) 742-1770

San Diego, CA
8910 University Center Lane
Suite 1100
San Diego, CA 92122
Phone : (619) 814-6793

Seattle, WA
8538 173rd Avenue NE
Redmond, WA 98052
Phone : (206) 571-0128

Los Angeles, CA
7083 Hollywood Blvd, 4th floor
Los Angeles, CA 90028
Phone : (424) 343-2652

Dublin, Ireland
78 Heathervue,
Greystones, Wicklow, A63Y997
Phone : +353 86-600-1352

WEBSITE:
www.tbdconsultants.com

EMAIL:
info@tbdconsultants.com

OUR PROFILE

We are a certified small business enterprise dedicated to the provision of excellence in construction cost management and project management services to owners and their professional consultants.

We specialize in developing construction cost estimates based on the most conceptual information as well as the detailed and complex later stages of design. We are also expert in project delivery, schedule analysis, and project controls services.

Our clients rely on our ability to provide them with defensible and reliable information at all stages of their project. They also depend on our expertise to control time and budget and manage risks throughout the project, from inception to completion.

OUR PROJECT & COST MANAGEMENT EXPERIENCE

- Cost Management
- Project Management
- Project Controls
- Scheduling
- Constructability Reviews
- Claims Settlement
- Dispute Resolution
- Quantity Surveys/Audits

OUR PROJECT EXPERIENCE

- Health Care Facilities
- K-12 & Higher Education Facilities
- Research Laboratories
- Hi-Tech Office Facilities & Data Centers
- Multi-Family & Luxury Residential
- Hospitality & Entertainment Facilities
- Aviation Facilities
- Museums & Art Galleries
- Commercial Office Buildings
- Industrial & Manufacturing Facilities



GARY HOLLAND

Principal

PROFILE

Gary Holland is a Principal for TBD Consultants working on all aspects of Cost Planning focusing on Public, Healthcare and Institutional sectors.

Prior to joining TBD, he was an Associate Director and Senior Estimator at Davis Langdon and AECOM, where he spent 32 years working for the worldwide construction cost planning and management firm providing cost management services to architects, design professionals, owners, institutions and government agencies throughout the United States.

CONTACT

PHONE:
(916) 742-1770

WEBSITE:
www.tbdconsultants.com

EMAIL:
Gholland@tbdconsultants.com

ADDRESS:
6518 Lonetree Blvd. #164
Rocklin, CA 95765

EDUCATION

Architecture and Construction Management, West Valley College, Saratoga, California, 1982

REFERENCES

Jason Hull, Anderson Brule' Architects, (408)-298-1885
Dawn Merkes, Group 4 Architecture,(650)-871-0709
Brian Wright, TLCD Architecture , (707)-525- 5600

EXPERIENCE

San Bruno Recreation Center and Aquatic Center, San Bruno, CA
North Natomas Aquatic Center, North Natomas, CA
City Of San Jose Fire Station 24, San Jose, CA
City Of San Jose Fire Station 10, San Jose, CA
San Jose Fire Training Center/Emergency Ops Center, San Jose, CA
City of San Jose, Fire Department Training Center, San Jose, CA
Pescadero Fire Station, Pescadero, CA
Santa Ana Library Renovation, Santa Ana, CA
Sonoma County Library Facilities Master Plan, Santa Rosa, CA
San Diego Public Library Planning Services, San Diego, CA
Lakewood Branch Library, San Jose, CA
Cupertino Library Expansion, Cupertino, CA
Sonoma County Library for Future Library Projects, Sonoma, CA
Roseland Library, Santa Rosa, CA
Pacifica Library and Site Options, Pacifica, CA
Sunnyvale Lakewood Library, San Jose, CA
Capitola Library Schematic Design, Capitola, CA
Yorba Linda Public Library/ Community Center, Yorba Linda, CA
El Gabilan Library, Salinas, CA
Burlingame Community Center, Burlingame, CA
San Jose Calabazas Community Center, San Jose, CA
Elk Grove Community and Senior Center, Elk Grove, CA
West Sacramento Community Center, West Sacramento, CA
Mountain View Senior Center, Mountain View, CA
Dublin Senior Center, Dublin, CA
City of San Jose, Roosevelt Community Center, San Jose, CA



Indian Creek Library (Olathe KS)



Yorba Linda Library + Cultural Arts Center

SELECTED LIBRARY DESIGN EXPERIENCE

Projects with an asterisk have more details on the following pages.

- *Rinconada Library, Palo Alto CA *— architectural + interior design for 30,000 SF expansion of historic main library building (LEED-NC Gold)*
- *Yorba Linda Library + Cultural Arts Center*— programming; library design + interiors for 46,000 SF library and 14,000 SF cultural arts center*
- *Santa Ana Main Library, Santa Ana CA*— programming; library design + interiors for 40,000 SF historic building*
- *Mitchell Park Library + Community Center, Palo Alto CA8 — architectural + interior design for 56,000 SF library + community center (LEED-NC Platinum)*
- *Shadle Park Library, Spokane WA — programming; library design + interiors for 30,000 SF branch*
- *Spokane Central Library, Spokane WA — programming; library design + interiors for 90,000 SF main branch*
- *Indian Creek Library, Olathe KS — programming, library design, + interior design for adaptive reuse of former supermarket into 47,000 SF library*
- *Northwest Branch, Dayton OH — programming; library design + interiors for 30,000 SF branch (LEED-NC Gold)*
- *Marksbury Family Branch (aka Village Library), Lexington KY — programming; library + interior design for 30,000 SF branch*



The Center at Distric56 (Elk Grove Community Center)

SELECTED COMMUNITY + SENIOR CENTER DESIGN EXPERIENCE

Projects with an asterisk have more details on the following pages.

- *The Center at District56*—planning and design of new intergenerational community center, 35,000 SF (LEED-NC GOLD)*
- *Burlingame Community Center *—master plan and new construction of 40,000 SF community center located in destination park (ZNE)*
- *Placentia Community Center *— planning and design 30,000 SF senior/community center anchoring a city park on a scenic lake*
- *South San Francisco Civic Center Campus *—planning and conceptual design for multi-use civic campus*
- *Gonzales Community Center *—Forward thinking, joint-use programming and design for 23,000 SF library, recreation, and community facility*
- *San Leandro Senior Community Center —new 20,000 SF senior center emphasizing revitalized community presence and natural connections (LEED-NC GOLD)*
- *West Sacramento Community Center —new 21,000 SF community center carefully balancing community, senior, and cultural arts programming (LEED GOLD)*
- *Foster City Recreation Center —In Progress*
- *Hearn Community Hub, Santa Rosa —In Progress*



The Center at Distric56 (Elk Grove Community Center)



Burlingame Community Center (Zero Net Energy)



San Jose Environmental Innovation Center (LEED Platinum)

SUSTAINABLE DESIGN

Sustainable design for Group 4 is a holistic concept: we believe that successful green architecture not only minimizes harmful ecological impacts, but also serves the client for decades to come by uniting functional, aesthetic, and operational project requirements. Group 4 team members are leaders in environmentally responsible and sustainable design. Our design portfolio includes zero-net-energy (ZNE) projects as well as LEED-certified projects at all levels.

We work with our clients to choose the optimal level of sustainable design and LEED certification. We use goal-setting exercises and apply life cycle cost methodologies to determine the best strategies that fit within a balance of first time capital budget and long-term operating budget.

Our award-winning expansion of the historic Main Library in Palo Alto achieved LEED-NC Silver certification as well as local and state recognition for excellence in historic design and preservation. Our LEED-NC Platinum Mitchell Park Library and Community Center was named a New Landmark Library by the Library Journal in recognition of its comprehensive sustainable design.

The new Sunnyvale City Hall sets a high bar as the first in the nation to achieve Net Zero Energy and LEED Platinum. Group 4 is ready to meet that goal leveraging our experiences design of the San Jose Environmental Innovation Center, San Jose's first time to achieve those designations, and will work with Sunnyvale to ensure the projects sustainability goals are met.







MILPITAS LIBRARY

ADAPTIVE REUSE OF HISTORIC SCHOOLHOUSE + FLEXIBLE ADDITIONS

AIA East Bay Merit Award

The City of Milpitas commissioned Group 4 to design a new library that restores, incorporates, and expands a 13,000 square foot historic Milpitas Grammar School building into a 60,000 square foot modern library. As the first major project in the midtown revitalization area, the Milpitas Library anchors the city's North Main Street corridor with a civic landmark. The form and massing of the library, its use of materials and light, and its relationship to the street and new plaza spaces set the tone for subsequent development along the corridor.

The design of the new library brings together old and new architecture in celebration of one another. The neoclassical style of the historic grammar school building expresses civic strength and stability, while the open, glass-faced addition invites exploration and communicates diversity and inclusiveness. A new tensile roof transforms the grammar school's open courtyard into a bright periodicals reading room that retains a sense of connection to the outdoors. For users the experience is seamless, with clear wayfinding and logical organization of library functions to support efficient operations and excellent customer service.



Zero Net Energy

BURLINGAME COMMUNITY CENTER

A NEW MULTI-GENERATIONAL LANDMARK IN WASHINGTON PARK

CPRS Excellence in Facility Design
Sustainable San Mateo County Sustainability Award

The Burlingame Recreation Center, located in the heart of Washington Park, is a vital and well-used community amenity, providing a broad offering of recreation services and programs for all ages. The existing building was nearing the end of its useful life – aging systems and finishes were subject to increasingly frequent repairs, while the size and layout limited the Center's ability to offer modern programming . To plan for a new community center, Group 4 worked closely with City staff, stakeholders and the community to assess community needs for recreation services, explore building program concepts, review potential site alternatives, and develop options for renovation, expansion, and new construction.

The community's preferred development option was a new recreation center in its existing location within the park. Multi-generational spaces such as a large multipurpose program/performance space, dance and exercise/fitness spaces, and classrooms for flexible use were identified as high priorities in addition to spaces dedicated to kids, teen and senior programming and maker-space. Indoor-outdoor opportunities were identified to activate recreation programming with adjacent park amenities including playground, picnic areas and sports court.

The new two-story 36,000 sf recreation center, which is designed in a "Pavilions in the Park style", arose out of the wide-spread community outreach which identified the community's desire to create a landmark that celebrates its beautiful and natural setting in Washington Park. This project, designed to achieve Zero Net Energy performance, is under construction.

Link to Conceptual Design Executive Report: https://bit.ly/3vW6TuX



LEED-SILVER

RINCONADA LIBRARY

REVIVING A HISTORICAL AND COMMUNITY GEM

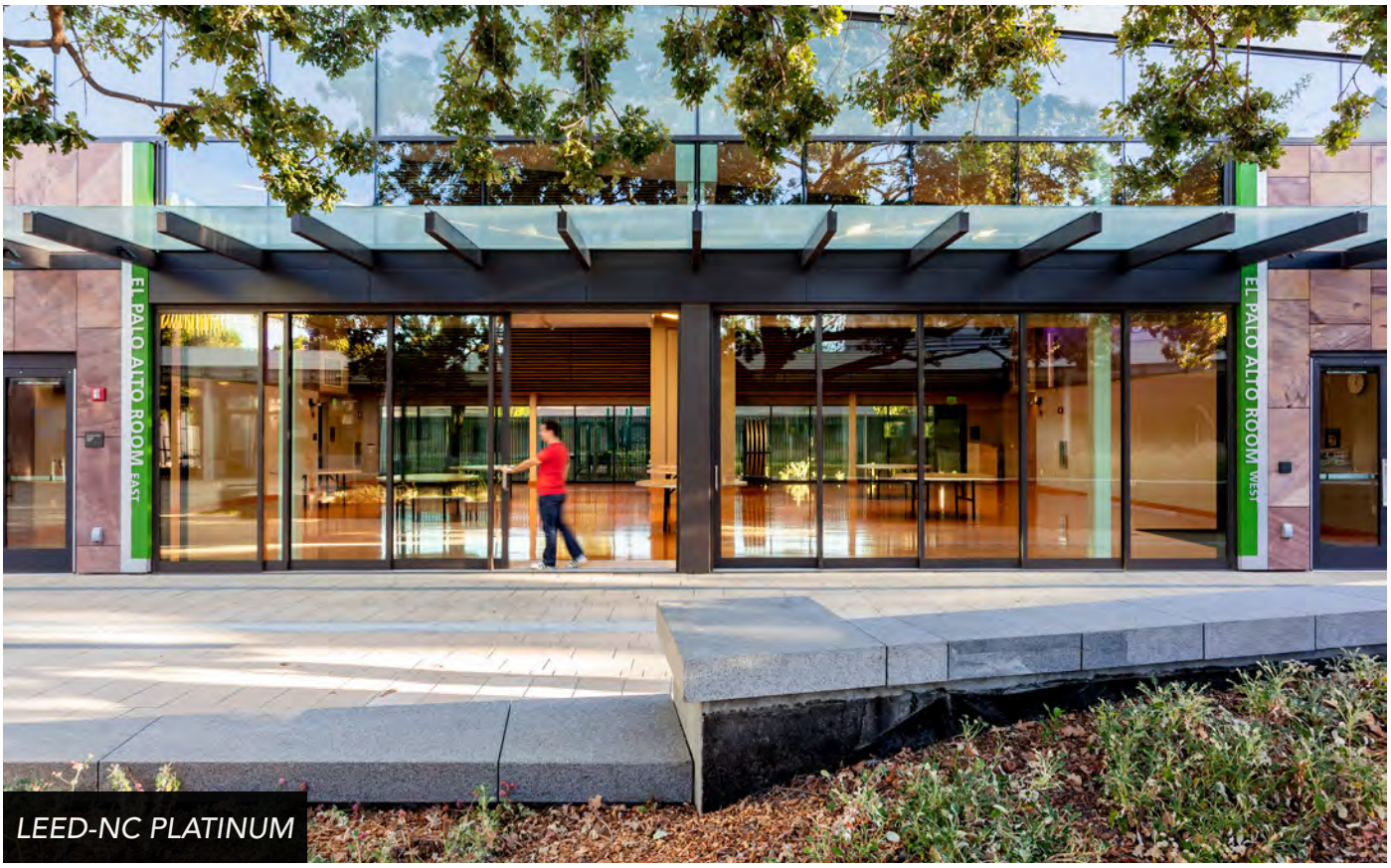
AIA San Francisco Merit Award
California Preservation Foundation Preservation Award
AIA San Mateo County Honor Award

Edward Durell Stone's 1958 Rinconada Library exemplifies the architect's trademark of interacting interior and exterior spaces. A permeable, patterned terracotta "veil" encloses the building and two generous reading courtyards. A vast double-pitched and deep-eaved roof caps the building, drawing itself into a high clerestory ridge framed by a low sea of luminous ceiling panels that echo the terracotta pattern.

Great care was taken to modernize the library while preserving its historical significance. Original character-defining features were refreshed. New furniture and finishes complement the Modernist language, while new services and spaces, variety and delight create an architectural dialogue responsive to Stone's vision while ensuring ongoing excellence in library service. Original yellowed and brittle luminous panels were studied and recreated; new panels brightened the space significantly. Old growth maple boards were demounted from interior columns and sequenced for identical re-installation. Remodels from the 1980s were removed, restoring Stone's original architectural intent.

Furniture and finishes were carefully selected to meet the community's current and future needs and enliven the space while respecting the historic design. A dedicated teen space was created within the original floor plan. Study room pods were introduced along the perimeter, using a perforated metal screen that echoed the terracotta pattern. Parts of the original reading room were reprogrammed for a family space, including soft seating elements reconfigurable to a variety of heights and lengths for various family sizes. The courtyards were refreshed with plantings and eye-popping robin egg blue furniture.

Project Team Members: TBD Consultants



LEED-NC PLATINUM

MITCHELL PARK LIBRARY + COMMUNITY CENTER

JOINT-LOCATED FACILITIES IN A DESTINATION SETTING

CPRS Award of Excellence
Library Journal New Landmark Library
ASCE-SF Community Improvement Project of the Year 2015
SVBJ Public/Civic Project Structures Award Finalist
SCVURPPP Site Design Award

Located in the heart of an active community and bordered by schools and play fields, the Mitchell Park Center is today a vibrant destination for civic, cultural, social, educational, and recreational activities. The building carefully balances its library and community center programming to meet community needs, optimize flexibility, and maximize revenue opportunities. Mitchell Park Center utilizes several innovations to maximize use and efficiency:

The project achieved LEED Platinum certification through a range of ecologically sensitive strategies, from recycled-content materials and local materials, all highlighted in an educational signage components located throughout the building and site.

The project was funded through a successful voter measure based on a citywide master plan by Group 4. Group 4 worked with the Palo Alto Library Foundation to support its donor campaign, resulting in more than $3 million in additional funding to supplement and enhance the project.

Project Team Members: TBD Consultants



SANTA ANA LIBRARY

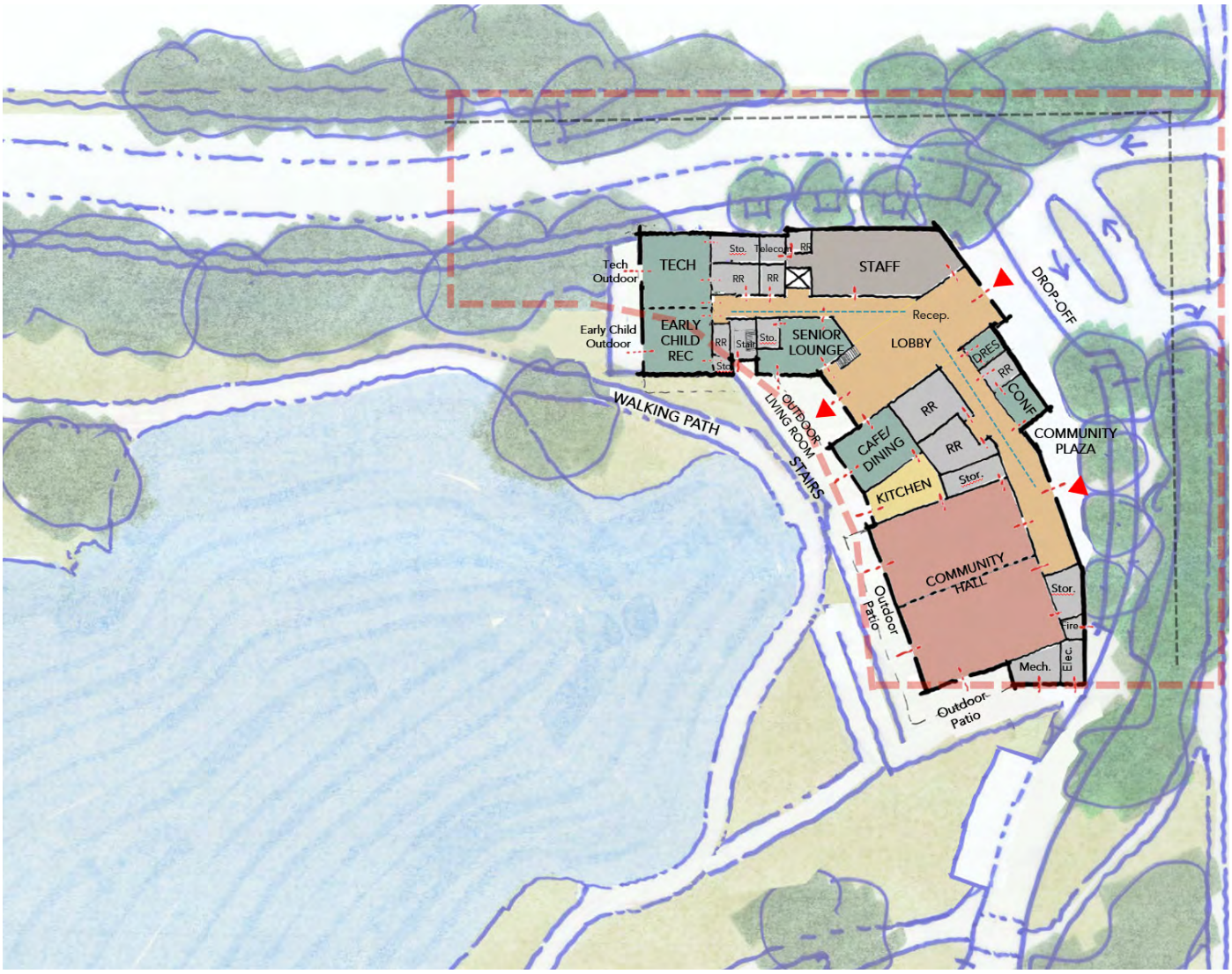
RENOVATING A HISTORIC MAIN LIBRARY FOR THE NEXT GENERATION OF COMMUNITY NEEDS

Group 4 is currently leading the renovation of Santa Ana's main library, a 40,000 sq ft historic building which serves a community of over 335,000 residents. Anchoring the renovation and update for the library will be a dynamic and interactive Children's Library/Early Learning Center emphasizing play and discovery, and that immerses children and visitor's alike into a dream-inspired playscape and exploration space.

Group 4 and Luci Creative worked closely with the client and stakeholders to conceptualize the expansion and re-imagination of the children's space, which requires the ability for flexible layouts for diverse programming while still providing a fully-realized and locally relevant family-friendly destination that the community will feel inspired to visit over and over.

This project is currently in design.

Project Team Members: SWA, Page & Turnbull



PLACENTIA SENIOR + COMMUNITY CENTER

PLANNING FOR A NEW INTERGENERATIONAL CIVIC ANCHOR

The City commissioned Group 4 for a new 30,000 square foot senior/community center in the heart of beautiful Tri-City Park on North Kraemer Boulevard. A larger, modern senior center will support a multitude of activities for seniors, such as fitness classes, art classes, life-long learning, arts and crafts, music, games, health screenings, exercise classes, nutrition classes, meals, and social and support groups. In addition to senior services, the new center will be a destination for the entire Placentia community – providing program space, celebration and event space, a commercial kitchen, classrooms, fitness and exercise rooms, and meeting spaces.



GONZALES COMMUNITY CENTER

DELIVERING A MODERN JOINT-USE FACILITY TO EXPAND COMMUNITY ACCESS TO DIVERSE SERVICES

With a forward-thinking vision for shared spaces and joint programming across library, recreation, and community amenities, the ~23,300 sf Gonzales Community Center Complex will bring a new level of service and vibrancy to the community. The project includes a ~6,000 sf library to be operated by Monterey County Free Libraries, a ~4,000 sf Teen Center, and ~13,300 sf Community Center, all organized around a central courtyard for indoor-outdoor connections.

Two rounds of community engagement were held in fall of 2021 for input on programs and activities. Group 4 is providing design criteria documents for this project.

This page is intentionally left blank.



REFERENCES


EXIT



Yorba Linda Library & Cultural Arts Center

CLIENT REFERENCES

Selected client references for Group 4 library and community + senior projects are provided below. Additional references are available upon request.

REFERENCE	CONTACT	PROJECTS
Jason Behrmann, City Manager, City of Elk Grove (CA)	*916.627.3423* *jbehrmann@elkgrovecity.org*	*The Center at District56 (master planning + design)*
Sharon Ranals, City Manager, City of South San Francisco	*650.877.8504* *sharon.ranals@ssf.net*	*South San Francisco Civic Campus Planning; Multiple on-call task orders*
Carrie Lixey, Library Director, City of Yorba Linda (CA)	*657.242.4601* *clixey@yorbalindaca.gov*	*Yorba Linda Library + Cultural Arts Center*
Brian Sternberg, Library Services Director, Santa Ana Public Library	*714.647.5296* *bsternberg@santa-ana.org*	*Historic Santa Ana Main Library Renovation (with Page & Turnbull)*
Monique Ziesenhenne, Assistant City Manager, City of Palo Alto (Retired)	*707.771.0104* *mleconge@gmail.com*	*Palo Alto Mitchell Park Library and Community Center; Palo Alto Rinconada Library*
Margaret Glomstad, Parks and Recreation Director, City of Burlingame (CA)	*650.558.7307* *mglomstad@burlingame.org*	*Burlingame Community Center (planning + design for new 36,000 SF community center)*
Karen Crocker, Director of Community Services, City of Placentia	*714.993.8232* *kcrocker@placentia.org*	*Placentia Senior/Community Center*

This page is intentionally left blank.



PROJECT WORK PLAN





PROJECT UNDERSTANDING

Nestled within a quintessential South Pasadena neighborhood, "Library Park" has been an essential part of the community's social fabric and a destination for gathering, learning, recreation, and celebration for generations of South Pasadena residents. Visitors to the park and its facilities are connected with the City's history even as South Pasadena has experienced rapid change such as increased housing development and growing demand for childcare and senior services.

The City's Library and Department of Community Services provide key programs and services in the current South Pasadena Community Room and Library and the adjacent Senior Center. Both the library and senior center are lifelines to residents in need of everything from Wi-Fi to meals, to spaces to learn and relax, and to programs supporting health and wellness. As the community has grown and diversified, so have its needs and interests – not all of which can be easily or sustainably provided in the existing facilities.











The City now wishes to develop a sustainable, dynamic, and implementable new vision and comprehensive site plan for a future intergenerational library and community center campus. The vision for the park and its facilities should incorporate best practices for contemporary library, community, and senior center design and programming so that they can serve South Pasadena residents for generations to come.

While looking to the future, the selected team will also be tasked with understanding and respecting the past. The 1930 Carnegie Library (now the Community Room) is a Cultural Heritage Landmark that must be preserved and incorporated into the new site plan in a way that both honors the past and supports contemporary service for the future.

The South Pasadena community is civically engaged and highly invested in the park, and must be included in the process to ensure that the new site plan aligns with its needs and vision. Staff and stakeholders such as the Library Board of Trustees and Community Services Commission must also be engaged in the process as well. The process should build on the input and ideas from previous plans and initiatives including the City of South Pasadena General Plan and the Library's new Strategic Plan. The resulting Comprehensive Site Plan will help the City build momentum for implementation as well as form a strong foundation for the design phases.

PROJECT APPROACH

AN ENGAGING PROCESS

The foundation of our project approach begins with the establishment of a Project Management Team (PMT) to support efficient project progress and decision-making and provide overall direction throughout the project. For the South Pasadena Library and Community Center project, we anticipate that the PMT will be composed of the City's project manager, representatives from the Library and Community Services, and Group 4's project team. Depending on the agenda and topics, the City may also wish to include other staff and/or stakeholders in selected PMT meetings. All engagement materials and project content will be reviewed by the PMT before it is shared broadly with staff, stakeholders, and the community.

Our projects are strongest when diverse voices are reflected in the vision and recommendations. We have designed our core stakeholder and community engagement approach to maximize participation within the City's stated budget for this process. Key strategies include:

- A stakeholder-based Community Advisory Committee (CAC) is an engagement method that we have used on many projects, particularly to include representation from diverse stakeholder groups on high profile projects. A CAC provides a valuable sounding board and also helps build ownership and support for the plan recommendations. Such a committee would likely include representatives of the City's Library Comprehensive Plan Council Sub-Committee and Community Ad Hoc Committee, and potentially from other stakeholder groups such as the South Pasadena Cultural Heritage Commission, the South Pasadena Preservation Foundation, and the Friends of the Library.

- Pop-up surveys will be used to solicit broad community input in two rounds. In the first round, the pop-up materials will focus on community needs and priorities for library and community center services and spaces. The second round will share information about the needs assessment findings and seek feedback on the potential site development options. Pop-up survey materials can be deployed in the Library, the Senior Center, and the park as well as (ideally) other high-traffic community locations in South Pasadena.

- We will facilitate a community meeting to share the needs assessment findings and get input on the potential site development options. We will work with the City to determine the appropriate venue for this session.

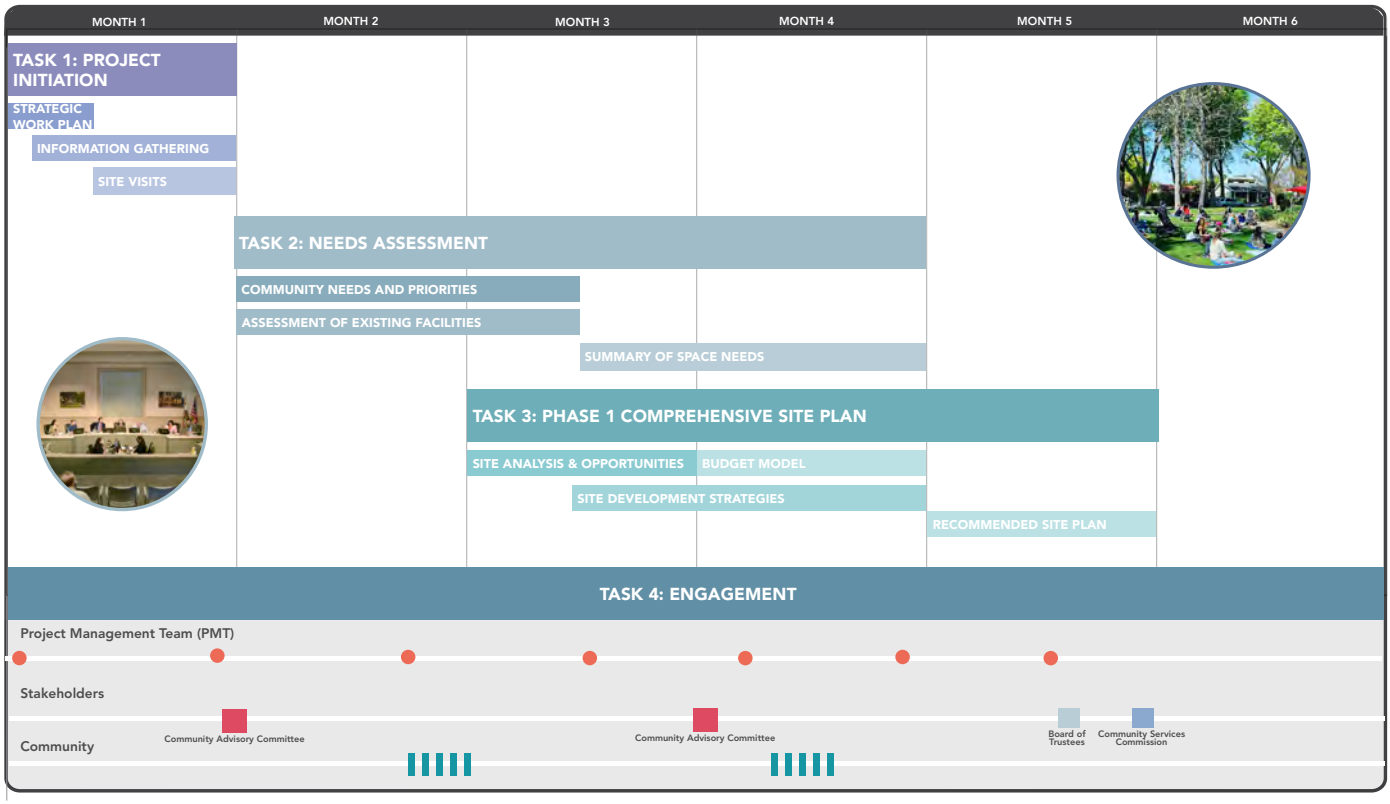
- We will present the findings and draft recommendations to the Library Board of Trustees and the Community Services Commission before the plan is finalized.

We understand that the City is committed to incorporating robust engagement in this process. We look forward to the opportunity to review, refine, and potentially enhance this core approach with the City to maximize opportunities for participation within your budget and schedule for this project.









BASIC SERVICES

We have developed our proposed core work plan based on our understanding of the City's objectives and $150,000 budget for the project as well as our experience on similar projects.

Our core work plan includes the services of architects experienced in public libraries, senior and community center facilities, and historically-significant facilities as well as landscape architecture and cost consultant services; engineering and other specialty consultants are excluded from our proposed core process but can be added at the City's request to enhance the process and resulting plan (refer to "Optional Services" later in this SOQ).

A graphic timeline of our work plan follows the narrative. Our proposed work plan and timeline have not yet had the benefit of input from the City, and we look forward to working with you to refine them to meet your scope and budget needs.

TASK 1: PROJECT INITIATION

Strategic Work Plan

We will develop a strategic work plan for Phase 1 of the Library and Community Center. We will facilitate a kickoff meeting with the Project Management Team (PMT) to confirm project goals and objectives; review the project work plan, schedule, and engagement plan; and confirm project management and communications tools and protocols.



Information Gathering

We will review City-provided documents, including existing site and floor plans, previous assessments of the current facilities, relevant past studies such as the City's General Plan and the recent Library Strategic Plan, etc.

We will initiate outreach strategies to solicit ideas and input from stakeholders and the community. See Task 4 Engagement.



Site Visits

We will tour and inventory the existing library and senior center facilities. We will also visit other community program spaces in South Pasadena as may be relevant for context and comprehensive understanding.

We will work with the PMT to identify library and community center facilities in the Greater Los Angeles that would be valuable to visit for precedent and perspective on suitability for purpose, types of spaces and services, different operating models, etc.





TASK 2: NEEDS ASSESSMENT

Community Needs and Priorities

Our assessment of community needs will include both qualitative and quantitative components. We will assess South Pasadena's current demographics and the implications for program and service needs. We will also work with the PMT to project how anticipated population growth and development trends in the General Plan may influence the needs and vision for services and space. We will discuss potential program spaces and functional requirements with PMT.

Stakeholder and community input (see Task 4) will help build the understanding of the expectations, needs, and priorities for library, community center, and park spaces in South Pasadena.

Assessment of Existing Facilities

Based on our site visit observations and analysis of available documents, we will develop an inventory of usable spaces in the current Library, Senior Center, and Community Room facilities. We will assess how the current spaces, facilities, and park site do or do not meet user and community expectations and support programming needs.

We will compare the current facilities with relevant state and national standards, peer communities, and trends and best practices for library and community recreation center facilities.

Summary of Space Needs

Taking into consideration the site capacity and opportunities assessment (see Task 3) as well as community needs and priorities, we will prepare a preliminary list of library and community center space needs for the park for review with the PMT.







TASK 3: PHASE 1 COMPREHENSIVE SITE PLAN

Site Analysis and Opportunities

We will prepare an analysis of the park site to document existing conditions, identify zoning, code requirements and planning setbacks, environmental and climate issues, and opportunities and constraints for development.

We will develop base drawings for development of the site strategies.

Site Development Strategies

Working with our landscape architect, we will prepare up to three (3) site layout options for meeting the community's space needs within the site's opportunities and constraints, preserving the historic parts of the site, and aligning with the City's sustainability goals in the adopted Climate Action Plan and Green Action Plan. We will explore siting strategies to maximize the benefits to the community (such as one- and two-story building options, site access and circulation options, access and parking strategies, other innovative alternatives that may have emerged through project participation, etc.).

Budget Model

We will work closely with City staff and our consultant team to develop a comprehensive project budget model to support informed decision-making by the City. We will develop a preliminary project budget model including rough order of magnitude hard costs for building and site construction, design and city fees, and appropriate contingencies. Escalation may be included according to the anticipated development and implementation timeline for later project phase.

Recommended Site Plan

We will work with the PMT to review stakeholder and community input on the site layout options and confirm selection of a preferred strategy.

We will refine the recommended site plan as needed to incorporate feedback and finalize the plan graphics. We will update the budget model to reflect the refined site plan.

We will prepare an executive summary report and PowerPoint presentation that summarizes key findings from the comprehensive site plan.









TASK 4: ENGAGEMENT

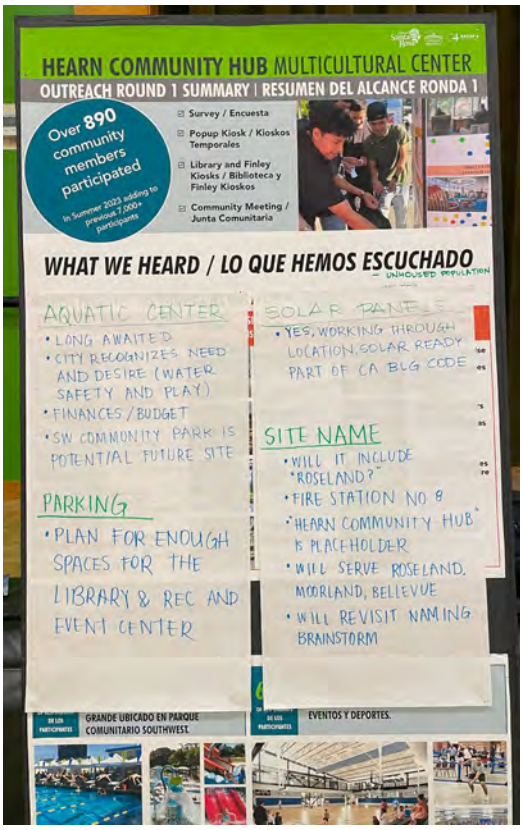
Tasks 1-3 include up to eight Project Management Team (PMT) meetings, which will be facilitated as remote meetings unless otherwise specified. Tasks 1-3 include up to three (3) Group 4 trips to South Pasadena for on-site work; each trip may include up to one overnight stay and two consecutive days of on-site work, meetings, etc.

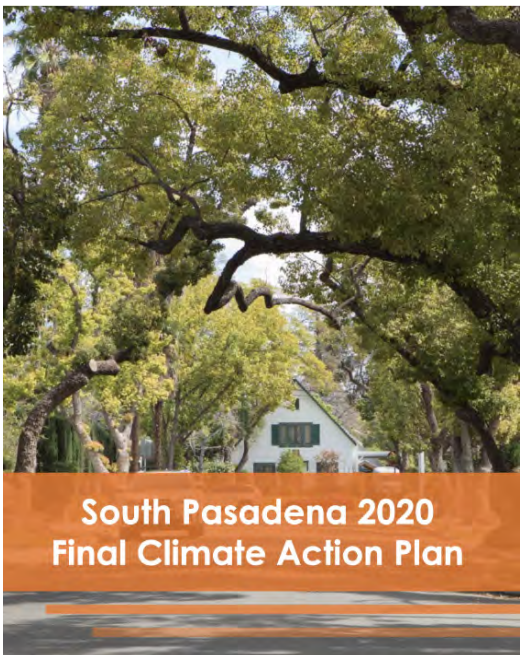
Our core process proposes the following strategies and events to maximize stakeholder and community input within the City's $150,000 budget. We will work with the City to determine which should be in-person events scheduled to coincide with our team's on-site work and which will be facilitated as remote meetings.

- Up to two (2) meetings/ workshops with a stakeholder-based community advisory committee (CAC);
- Up to two (2) meetings/ presentations to the Library Board of Trustees and/or Community Services Commission;
- Up to three (3) interviews/ technical meetings on focused topics;



- Pop-up outreach design and facilitation materials to solicit community input on needs and priorities; and
- One (1) community meeting to get feedback on the site development options.
- At the City's option, we can increase or adjust the quantities of the above proposed activities and/or supplement with additional engagement strategies to enhance the work. See the Optional Services section of this SOQ.







OPTIONAL SERVICES

As desired by the City to supplement and enhance the project, we are able to offer additional services for additional compensation. Options include but are not necessarily limited to:

- Enhanced engagement services. Our proposal for the Comprehensive Site Plan project includes a basic set of core engagement strategies within the City's stated budget of $150,000. At the City's option, for additional compensation we can increase the quantities of any of these core strategies and/or supplement with additional engagement strategies such as:
  - » Workshops with Library / Community Services staff to explore needs, trends, and emerging concepts for library and community programs and spaces.
  - » Community survey using digital platform that supports multiple languages and participation via mobile devices. Selected community survey questions can be prepared for pop-up facilitation in the library, senior center, and other high-profile community locations.
  - » Focus groups.
- Enhanced Visualization. Our core proposal includes 2D site graphics which are a great way to communicate site utilization. As an option, we can produce 3D graphics representing building massing and preliminary architectural concepts to build a greater level of enthusiasm and project support often needed for project approval and funding.
- Design Services. Group 4 provides pre-design, design, and interiors services for library facilities of all sizes. Our services at the systemwide level include customer experience strategies, FFE selection, and branding/graphics/signage design for implementation at multiple facilities. We are licensed to provide architectural services in the State of Oregon and also are enthusiastic collaborators with local architects.
- Additional Group 4 trips to South Pasadena.
- Extension of the project schedule beyond six months from notice to proceed (NTP).



QUALITY ASSURANCE


AUDITORIUM



QUALITY ASSURANCE

RESPONSIVENESS TO CITY STAFF AND PROJECT SCHEDULE REQUIREMENTS

Group 4's collaborative process offers the best outcome for a project and is built to respond to unforseen challenges. It begins with building a team of past collaborators who share our commitment to serving our clients and their communities and is reinforced through strong communications amongst the planning and project management team.

Our proposed key personnel stay involved through all project phases, bringing continuity and depth of understanding to the entire project. Group 4's project manager will collaborate from the earliest goal-setting and visioning with the City through the project completion, and assumes day-to-day responsibility for project communications. At project inception, we work with each client to develop a set of goals and objectives that are referenced throughout the project at key milestones and decision points in order to ensure that the project supports the vision. We then develop a detailed work plan based on those goals and objectives, identifying all meetings both internal as well as external, deliverables and fully vetted, realistic City and Agency review periods. We meet regularly with a team of client representatives to review project progress and communicate any impacts or issues proactively as they arise. This collaborative process has insured that our project stay on schedule.





INTEGRATED PROJECT MANAGEMENT AND PROJECT DELIVERY

Group 4 has an excellent record of successfully managing the entire project delivery process, including projects with accelerated and/or time sensitive schedules. Group 4 has a deep bench of staff resources to pull from when schedules shift or change throughout the phases of a project. Our low turnover in staff guarantees that all project team members provide effective design services to ensure that facilities will meet users' functional needs. Group 4 uses several tools and procedures to guide projects to a coordinated deliverable that is timely and budget compliant.

Quality Assurance. Our Quality Assurance approach focuses on the successful delivery of high-quality services – and a high-quality project – on time and within budget. A consistent, committed project architect overseeing all aspects of the deliverables that meet project goals and objectives with our clients, and strong communication with the project management team contribute to Group 4's exceptional project quality.

Quality Control. Group 4's design integration and quality control approach seeks to coordinate concept, cost, and constructability – something we call "C4." We initiate the process at the earliest project phase, identifying a schedule of C4 project milestones as well as senior Group 4 staff who will participate in milestone reviews. During planning and early design phases, the C4 process emphasizes alignment of project scope, budget, and schedule with our clients' program and design needs.



Project Schedule. The project schedule is an important tool for controlling project costs for all parties by maintaining efficient workflow. The use of the schedule as a communication aid is especially effective when working on a project with many participants. It keeps client representatives and sub-consultants informed about responsibilities and deadlines, allowing not only for effective management of responsibilities and deliverables, but also for appropriate and timely project staffing. We reference our project schedule at each team meeting in order to ensure that the project is on track – we also use the schedule to communicate and coordinate work among our consultant team members.

Cost Control. Cost estimating is an integral part of every phase of project planning at Group 4. Rather than look at costs only at the end of each phase, we continually monitor costs by updating the estimate – and communicating with the client – each time a major decision is made. Group 4 has repeatedly demonstrated its ability to accurately estimate the cost of a planning project, and to work within those parameters.



This page is intentionally left blank.


FACILITY
WHAT ARE
ADD A POST-IT, OR WRITE-
YOUR THOUGHTS!
DAVID W. SMITH CITY HALL
ALAN L. NAGY LIBRARY
GEORGE M. SILLIMAN COMMUNITY
ACTIVITY CENTER
NEWARK COMMUNITY CENTER + ANN
CLARK W. REDEKER SENIOR CENTER
G AND
ERSPACE
IO


211
LIBRARY
SPOKANE PUBLIC LIBRARY



PROPOSED PRICING

The table below shows our proposed pricing associated with our proposed core approach and basic services for this project. These prices are inclusive of normal project expenses and travel for the specified number of trips to South Pasadena; we will not request reimbursement for these over and above our lump sum fees.

We recognize that the City has a budget for this process. These prices are intended as a starting point for discussion, and we look forward to the opportunity to refine our scope to deliver maximum value within your budget.

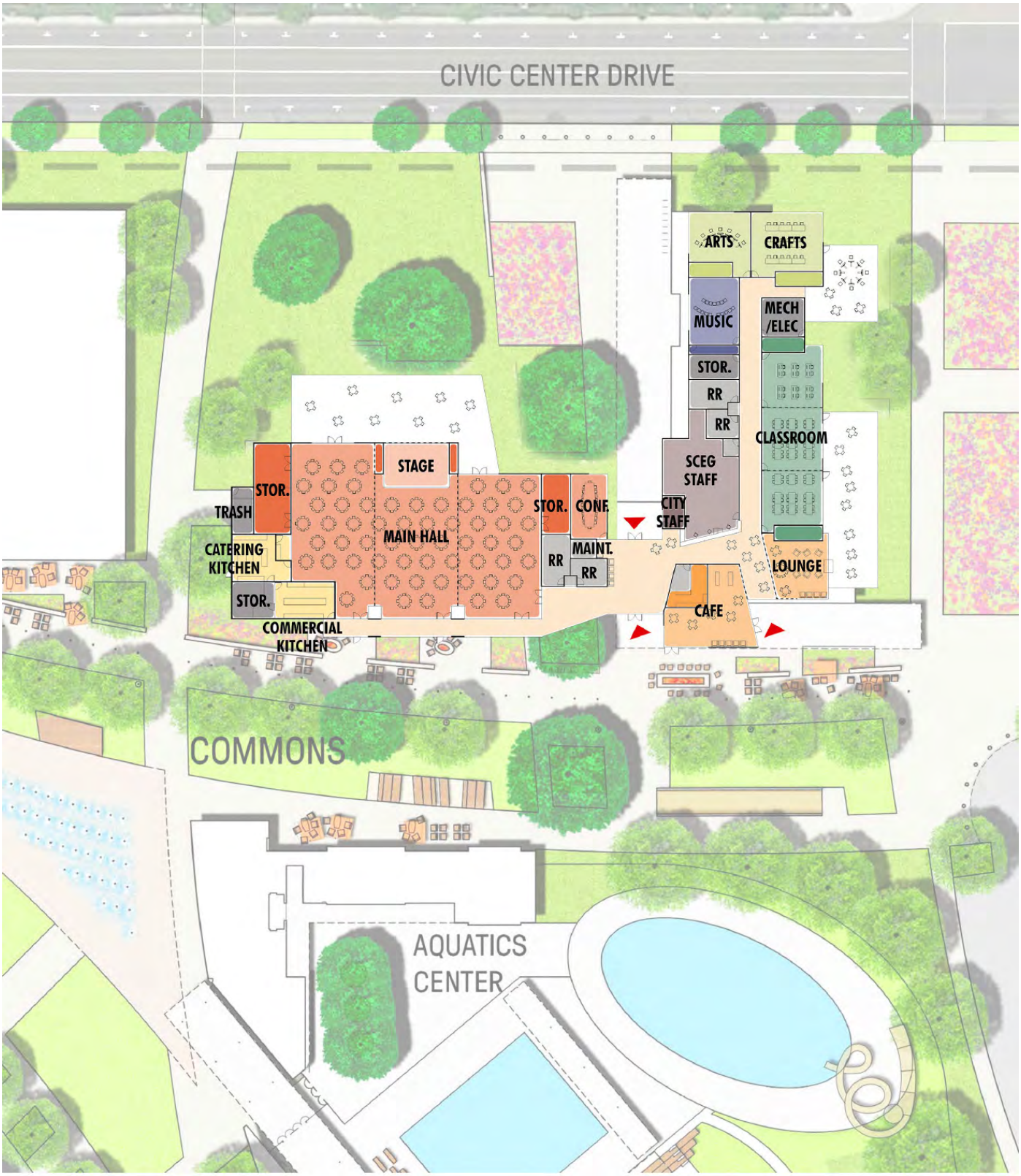
TASK	
Task 1: Project Initiation	$19,800
Task 2: Needs Assessment	$63,300
Task 3: Phase 1 Comprehensive Site Plan	$45,500
Task 4: Engagement	$20,000
NTE Price for Core Services	**$148,600**

This page is intentionally left blank.



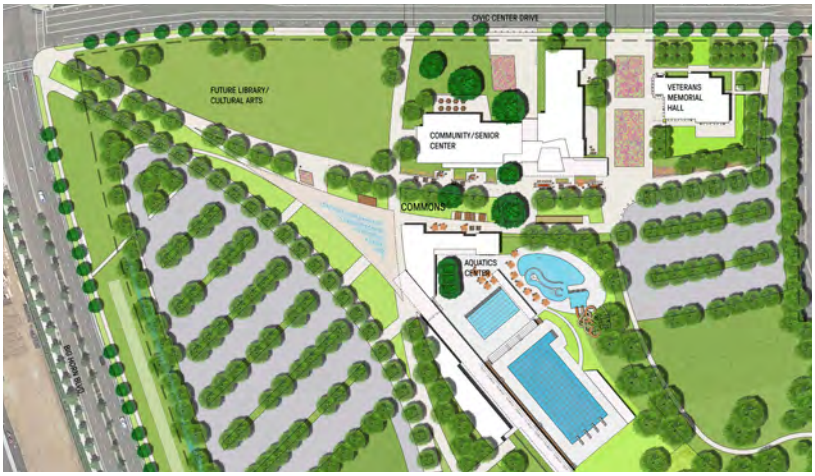
SAMPLES





WORK SAMPLES

Group 4 has decades of experience leading plans for joint-use and co-located public facilities, setting the foundation for new civic landmarks and community destinations. Each of the two samples provided were planning efforts for existing clients and resulted in positive momentum and successful project implementation.







DISTRICT56, ELK GROVE

The City of Elk Grove commissioned Group 4 to lead the development of a new master plan for community facilities on 56 acres of undeveloped land south of the City's 25-acre civic center commons. Group 4 established a new vision for the Civic Center South campus as a protected, one-of-a-kind city park.

The facilities are clustered at the north end of the site, and share parking with a new transit center. A new library and performing arts center is proposed for the anchor northwest corner. The development intensity dissipates moving south, allowing much of the site to remain as open parkland. A former stock pond, the remnants of a pistachio orchard, and a substantial valley oak population connect the site with its agricultural heritage and create a distinctly California Central Valley sense of place.

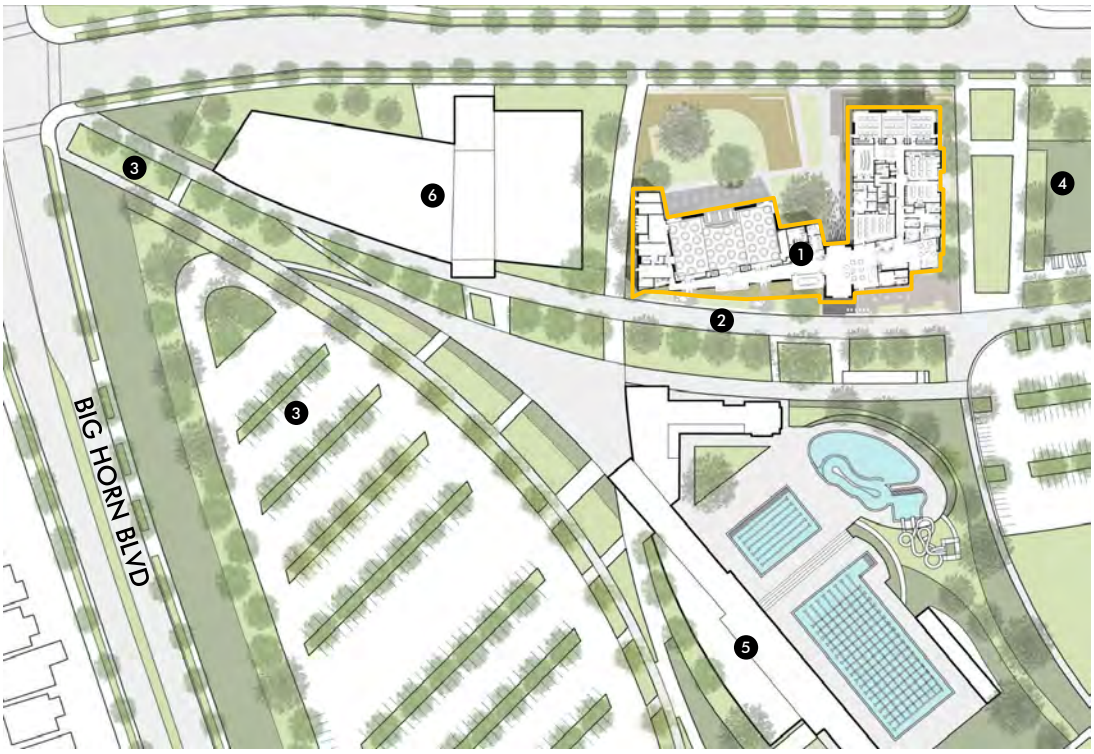
THE CENTER AT DISTRICT56

The new 35,000 SF Elk Grove Community Center project grew out of extensive community needs assessment conducted by Group 4 and SWA Group for a Civic Center Master Plan.

The design process included close collaboration with multiple stakeholder groups, including the Cosumnes Community Recreation District, a non-profit senior center operator, and a local group developing a Veterans Hall, as well as the City. Through an iterative design process with the community, stakeholders, and various City departments, Group 4 developed a program able to meet various user group needs (including seniors, teens, and City staff) within a single building, while simultaneously integrating the building within the larger Civic Center plan.

The Center has a prominent presence both along the active Civic Center Drive corridor and along a broad outdoor pedestrian promenade winding through the Civic Center. The center provides spaces with strong connections between interior and exterior. The design includes a 500 person ballroom with a glass wall opening to a patio and park space beyond; a café is adjoined by covered outdoor seating along the promenade. The Elk Grove Community Center is designed to achieve Zero Net Energy performance. It opened to the public in late 2019.

Project Team Members: SWA, TBD Consultants



LEGEND

1. Community Center
2. Commons
3. Promenade
4. Veterans Garden
5. Aquatic Center
6. Future Library & Cultural Arts Center
7. Future Transit with Transit Park & Ride

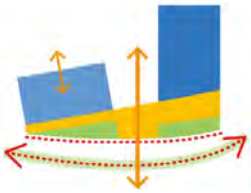






LEGEND

1. Lobby
2. Gallery
3. Main hall
4. Platform
5. Community kitchen
6. Patio
7. Commons
8. Conference room
9. Café
10. Lounge
11. Veterans Hall
12. Music room
13. Classrooms
14. Staff areas



Support Spaces



LINK TO REPORT

https://bit.ly/3Oqzpv8





SOUTH SAN FRANCISCO CIVIC CENTER CAMPUS

Group 4 led the site master planning, site density analyses, programming, and conceptual design for the mixed use campus for a new library, community center, and police headquarters on a new civic center campus. Group 4 led an extensive stakeholder and community engagement process for the $160 million southern parcels that was the primary feature of a successful funding measure.

Project Team Members: SWA









A B C D

	A	B	C	D
MSB SITE	Parks & Recreation 56,700 SF 355 Prkg. Sp. Fire Station 63 7,700 SF 25 Prkg. Sp.	Parks & Recreation 62,950 SF 192 Prkg. Sp. Library 47,250 SF 125 Prkg. SF Fire Station 63 7,700 SF 25 Prkg. Sp.	Library 50,000 SF 167 Prkg. Sp. Fire Station 63 7,700 SF 25 Prkg. Sp. Other Development ~32,000 SF	Police Department 43,150 SF 144 Prkg. Sp. IT Department 5,400 SF 18 Prkg. Sp. Fire Station 63 7,700 SF 25 Prkg. Sp. Other Development ~32,000 SF
PUC 2A	Library 50,000 SF 167 Prkg. SF	Other Development ~32,250 SF	Parks & Recreation 56,700 SF 355 Prkg. Sp.	Library 47,250 SF 125 Prkg. Sp. Parks & Recreation 53,950 SF 193 Prkg. Sp.
PUC 2B	Police Department 43,150 SF 144 Prkg. SF IT Department 5,400 SF 18 Prkg. SF	Police Department 43,150 SF 144 Prkg. SF IT Department 5,400 SF 18 Prkg. Sp.	Police Department 43,150 SF 144 Prkg. SF IT Department 5,400 SF 18 Prkg. Sp.	

SITE OPTIONS & CRITERIA

	A	B	C	D
PHASING				
LIB	+	+	+	+
P&R	+	-	+	+
FD	-	-	-	-
PD	+	+	+	+
IT	+	+	+	+
OPERATIONS				
LIB	+	+	+	+
P&R	+	+	-	o
FD	+	+	+	+
PD	+	+	+	+
IT	+	+	+	+
SYNERGY				
LIB	o	+	o	+
P&R	o	+	o	+
FD	o	o	o	+
PD	-	o	-	+
IT	+	+	+	+
PARKING				
LIB	o	+	+	+
P&R	+	+	-	+
FD	+	+	+	+
PD	o	o	o	+
IT	o	o	o	+
OUTDOOR SPACE				
LIB	o	+	+	o
P&R	+	+	-	o
FD	+	o	+	+
PD	-	-	-	+
IT	-	-	-	+
EST. COST				
	$$$$$$	$$$$$$	$$$$$$	$$$$$$

This page is intentionally left blank.

GROUP 4

ARCHITECTURE
RESEARCH +
PLANNING, INC

211 LINDEN AVENUE
SO. SAN FRANCISCO
CA 94080 USA
T: 650.871.0709



PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Group 4 Architecture, Research + Planning, Inc.)

1. IDENTIFICATION

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into as of November 20, 2024 by and between the City of South Pasadena, a California municipal corporation ("City"), and _Group 4 Architecture, Research + Planning, Inc. ("Consultant").

2. RECITALS

2.1. City has determined that it requires the following professional services from a consultant: Library/Community Center Comprehensive Site Plan.

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 services set forth in Exhibit A entitled "Scope of Services."

3.2. "Agreement Administrator": The Agreement Administrator for this project is Cathy Billings, Library 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 One Hundred and Fifty Thousand Dollars ($150,000).

3.5. "Termination Date": Upon completion of the Scope of Services.

4. TERM

The term of this Agreement shall commence upon the issuance of a written "Notice to Proceed" from the Agreement Administrator to Consultant and shall expire on the Termination Date unless terminated earlier under Section 18 ("Termination") below.

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. **Schedule of Performance**. Consultant shall complete the Scope of Services by December 31, 2025. As it relates to the specific tasks set forth in the Scope of Services (Task 1 through Task 4), Consultant shall complete those tasks in the timeframe set forth in Exhibit C entitled "Schedule of Services." With each task, Consultant shall prepare a schedule for the City's review showing the major project phases and tasks. The Consultant shall update that schedule as needed to reflect changes in the schedule.

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

5.4. **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.

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

5.6. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. The Consultant will use professional standards of care in complying with all applicable laws 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

5.7. **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.

5.8. **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. Dawn Merkes 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.

5.9. **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.

5.10. **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.

5.11. **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.

5.12. **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 under this Agreement without written approval by the City.

6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement, including those of its subcontractors.

6.3. **Compensation for Subcontractors.** Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.

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

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

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

7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.

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

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

8. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, 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, with respect to liability arising from "design professional services," as defined by California Civil Code section 2782.8, as may be amended from time to time, 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. Consultant's duty to indemnify shall not include any claims or liabilities arising from the active negligence or willful misconduct of the City, its agents, officers or employees. Other than in the performance of design professional services and 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 arising from its performance under 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.** Notwithstanding the above, the CONSULTANT has no obligation to pay for any defense related cost prior to a final determination of its liability. Following any such determination of its liability, the CONSULTANT shall be responsible to pay an amount of such costs equal to the finally determined percentage of liability based upon the comparative fault of the CONSULTANT.

11.5 **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.

11.6 **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.

11.7 **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: City of South Pasadena Library/Community Center Site Plan.
- 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 claim, $2,000,000 aggregate
• General Liability:	
• General Aggregate:	$2,000,000
• Products Comp/Op Aggregate	$2,000,000
• Personal & Advertising Injury	$2,000,000
• Each Occurrence	$2,000,000
• Fire Damage (any one fire)	$ 100,000
• Medical Expense (any 1 person)	$ 10,000
• Workers' Compensation:	
• Workers' Compensation	Statutory Limits
• EL Each Accident	$1,000,000
• EL Disease - Policy Limit	$1,000,000
• EL Disease - Each Employee	$1,000,000

- Automobile Liability
  - Hired, non-owned 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. Pr**ofessional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed $75,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker's Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant's insurance policies shall be primary as

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

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

12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Cathy Billings, Library Director, 1100 Oxley 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 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

Cathy Billings
Library Director
City of South Pasadena
1100 Oxley Street
South Pasadena, CA 91030
Telephone: (626) 403-7352
Facsimile: (626) 403-7331
Email: cbillings@southpasadenaca.gov

If to Consultant

Dawn Merkes
Group 4 Architecture, Research + Planning, Inc.
211 Linden Avenue
South San Francisco, CA 94080
Telephone: (650) 871-7911
Email: demerkes@g4arch.com

With courtesy copy to:

Roxanne M. Diaz
South Pasadena City Attorney
Richards, Watson and Gershon

350 South Grand Avenue, 37th Floor
Los Angeles, CA 90071
Telephone: (213) 626-8484
Email: RDiaz@rwglaw.com

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. The City shall not be obligated or liable under this Agreement to any party other than Consultant.

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

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

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

"Consultant"
Group 4 Architecture, Research + Planning, Inc.

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Attest:

By:_____
Mark Perez
Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

EXHIBIT A

SCOPE OF SERVICES

SOUTH PASADENA LIBRARY/COMMUNITY CENTER COMPREHENSIVE SITE PLAN

I. THE PROJECT

The Project consists of preparing a Library/Community Center Comprehensive Conceptual Site Plan for South Pasadena. The City anticipates that the Site Plan will form the foundation of a future facility that would house a 21st century Library and Community Center space to meet the community's learning, engagement, gathering, quality of life, resource, and other needs.

The site is a square block in the heart of downtown South Pasadena, just south of the Mission Street business district and near the Gold Line metro light rail station that opened in 2003. Designated "Library Park", the block is abutted by primarily residential neighborhood on three sides (Fairview Avenue, Diamond Avenue and Oxley Street), and on the fourth by mixed use development (El Centro Street). The South Pasadena Public Library and the Senior Center, which is overseen by the Community Services Department, are in the center of the park, and consist of a historic library building (approximately 3,000 sq. ft.) that faces the mixed-use area and is used as a meeting and event space, the main Library (approximately 21,500 sq. ft.) and Senior Center buildings which were constructed in 1982, and face the residences on Oxley Street.

Consultant shall provide the services in the manner described in Consultant's Response to the City's Request for Qualifications dated February 1, 2024 ("Response") as well as set forth herein. If there is an inconsistency between the Response and the services described herein, the provisions of this Exhibit A shall prevail.

Consultant's services also includes all work and deliverables performed and provided by third party subconsultants retained for this Project by Consultant as set forth in Consultant's Response.

II. SCOPE OF BASIC SERVICES

1. General:
   - 1.A The intent of the Consultant's Basic Services is to develop a comprehensive site plan for "Library Park" in South Pasadena that will provide a sustainable, dynamic, and implementable new vision and comprehensive site plan for a future intergenerational library and community center campus. The vision for the park and its facilities should incorporate best practices for contemporary library, community, and senior center design and programming so that they can serve South Pasadena residents for generations to come.

   - 1.B Consultant's Basic Services include the services of subconsultants, including a landscape architect, a cost estimator, and a historic/preservation architect.

   - 1.C In selecting the Consultant, the City recognizes that the Consultant has the qualifications to provide full planning, architecture, and interior design services including conceptual design, schematic design, design development, construction documents, bidding, construction administration, and post-construction phase services. The Client, at its discretion, may choose to amend this contract to add services to the Consultant's Scope of Services for Additional Compensation if mutually agreed to by the Client and Consultant.

1.D The Consultant's assumption is that the project will be constructed through a conventional public design-bid-build delivery method. Basic and Optional Services assume the construction work will be developed as a single bid package to be constructed in a single phase.

1.E The governing code for this project will be 2022 California Building Code (CBC)

1.F The Client shall provide the following for the Project as needed:
1. A Client representative who can render decisions on behalf of the Project in a timely manner.
2. Scheduling and invitations for public meetings.
3. Information about:
    a. The project site and buildings such as recent Facility Condition Assessment's, previous site studies, existing building plans, specifications and calculations.
    b. The Library Strategic Plan.
    c. Previous needs assessments and studies related to community needs for recreation and community center facilities.
    d. City standards, planning and zoning code requirements.
    e. Project-related background information that will be useful to the design team.
4. Services of other specialized consultants if needed for the Project.
5. Any other information not included in Consultant's Basic Services or Additional Services that is reasonably needed for the Project.

1.G During each phase of the project, direction will be given to the Consultant in Project Management Team (PMT) meetings. Attending these meetings will be the Consultant, City representatives, the City's Project Manager, and others as determined by the City. Agreements and action items will be documented in meeting minutes.

1.H Except where otherwise specified in this agreement, summaries of decisions, design direction, establishment of project requirements may be communicated and documented through written meeting minutes and e-mails.

1.I Sustainable Design: The Consultant shall include sustainable design strategies. The project will be designed in accordance with the sustainable design practices described by the CALGreen state building code.

2. Consultant's Basic Services: Basic Services includes the services described in this Section II.2 including subsections and subparagraphs.

2.A Task 1: Project Initiation. The Consultant shall:
1. Strategic Work Plan
    a. Develop a strategic work plan for Phase 1 of the Library and Community Center. We will facilitate a kickoff meeting with the Project Management Team (PMT) to confirm project goals and objectives; review the project work plan, schedule, and engagement plan; and confirm project management and communications tools and protocols.
2. Information Gathering

a. Review City-provided documents, including existing site and floor plans, previous assessments of the current facilities, relevant past studies such as the City's General Plan and the recent Library Strategic Plan, etc.
b. Initiate outreach strategies to solicit ideas and input from stakeholders and the community. See Task 4 Engagement.

3. Site Visits
   a. Tour and inventory the existing library and senior center facilities. We will also visit other community program spaces in South Pasadena as may be relevant for context and comprehensive understanding.
   b. Work with the PMT to identify library and community center facilities in the greater Los Angeles that would be valuable to visit for precedent and perspective on suitability for purpose, types of spaces and services, different operating models, etc.

Meetings: PMT #1: Project Kick Off + Tours, PMT #2.
Deliverables: Draft and Final project Work Plan
Summary of project background information
Summary of existing facilities and project tours.

2.B Task 2: Needs Assessment. The Consultant shall:

1. Community Needs and Priorities
   a. Prepare an assessment of community needs which will include both qualitative and quantitative components. We will assess South Pasadena's current demographics and the implications for program and service needs. We will also work with the PMT to project how anticipated population growth and development trends in the General Plan may influence the needs and vision for services and space. We will discuss potential program spaces and functional requirements with PMT.
   b. Stakeholder and community input (see Task 4) will help build the understanding of the expectations, needs, and priorities for library, community center, and park spaces in South Pasadena.

2. Assessment of Existing Facilities
   a. Develop an inventory of usable spaces in the current Library, Senior Center, and Community Room facilities based on our site visit observations and analysis of available documents.
   b. Assess how the current spaces, facilities, and park site do or do not meet user and community expectations and support programming needs.
   c. Compare the current facilities with relevant state and national standards, peer communities, and trends and best practices for library and community recreation center facilities.

3. Summary of Space Needs
   a. Prepare a preliminary list of library and community center space needs for the park for review with the PMT taking into consideration the site capacity and opportunities assessment (see Task 3) as well as community needs and priorities.

Meetings: PMT #3, 4 and 5.
Deliverables: Community Assessment Summary
Assessment of Existing Facilities
Summary of Library and Community Center Space Needs

2.C Task 3: Phase I Comprehensive Site Plan. The Consultant shall:

1. Site Analysis and Opportunities
    a. Prepare an analysis of the park site to document existing conditions, identify zoning, code requirements and planning setbacks, environmental and climate issues, and opportunities and constraints for development.
    b. Develop base drawings for development of the site strategies.

2. Site Development Strategies
    a. Working with the landscape architect, prepare up to three (3) site layout options for meeting the community's space needs within the site's opportunities and constraints, preserving the historic parts of the site, and aligning with the City's sustainability goals in the adopted Climate Action Plan and Green Action Plan.
    b. Explore siting strategies to maximize the benefits to the community (such as one- and two-story building options, site access and circulation options, access and parking strategies, other innovative alternatives that may have emerged through project participation, etc.).

3. Budget Model
    a. Work closely with City staff and our consultant team to develop a comprehensive conceptual project budget model to support informed decision-making by the City. We will develop a preliminary conceptual project budget model including rough order of magnitude hard costs for building and site construction, design and city fees, and appropriate contingencies. Escalation may be included according to the anticipated development and implementation timeline for later project phase.

4. Recommended Site Plan
    a. Work with the PMT to review stakeholder and community input on the site layout options and confirm selection of a preferred strategy.
    b. Refine the recommended site plan as needed to incorporate feedback and finalize the plan graphics. We will update the budget model to reflect the refined site plan.
    c. Prepare an executive summary report and PowerPoint presentation that summarizes key findings from the site plan.

Meetings:	PMT #6, 7 and 8.
Deliverables:	Site Analysis and Opportunities Summary Three (3) Site Development Strategies Comprehensive Project Budget Recommended Site Plan

2.D Task 4: Engagement. The Consultant shall:

1. Tasks 1-3 includes up to eight (8) Project Management Team (PMT) meetings, which will be facilitated as remote meetings unless otherwise specified.

2. Tasks 1-3 include up to three (3) Group 4 trips to South Pasadena for on-site work; each trip may include up to one overnight stay and two consecutive days of on-site work, meetings, etc.
3. Ad Hoc Committee. The Consultant shall attend and facilitation to up to three (3) in-person meetings and attend up to three (3) virtual meetings/workshops, with the project stakeholder-based community advisory committee (CAC).

4. Virtual attendance to up to two (2) meetings/ presentations to the Library Board of Trustees and/or Community Services Commission.

5. Attend and facilitate up to one (1) joint Friends of South Pasadena Library and Senior Citizens Foundation meeting during Task 1.

6. Technical meetings the Consultant shall conduct and facilitate the following technical meetings:
   a. Library and Community Services Staff: 2 meetings/workshops, one (1) during Task 2- Needs Assessment and one (1) during Task 3- Site Plan.
   b. Planning: Up to two (2) meetings with City Departments/Planning check ins to make sure plan reflects their input on zoning, codes, standards, safety and access

7. The Consultant shall conduct two rounds of Community Meetings that shall include
   a. Two (2) Community Meetings and Neighbors/Stakeholders Open Houses:
      (a) Community Meeting/Workshop- The Consultant shall prepare exhibits, facilitate, and document up to two (2) 1- hour drop-in open house meetings that will precede the community meetings. The City shall provide translation support if needed, meeting outreach/promotion support, and refreshments.
      (b) Stakeholder/Neighbors drop-in open house meeting- the Consultant shall prepare exhibits, facilitate, and document up to two (2) meetings. The City shall provide translation support if needed, meeting outreach/promotion support, and refreshments.
      (c) Pop-up Kiosk- the Consultant shall provide posters for two (2) interactive community kiosk based on the same content as the community meetings. The kiosk shall be constructed with City provided boards and will be set up at the library to collect community input.
      (d) Online survey- the Consultant will develop survey based on same content as community meetings and the Kiosk. The Library/City will review translation if second language included.
      (e) Paper survey- the Consultant will develop based on the on-line survey content, the City shall distribute, collect and provide the data entry to the Consultant.
8. The Consultant shall conduct two rounds of Community Meetings that shall include

9. The Consultant shall conduct two rounds of Community Meetings that shall include

10. The Consultant shall prepare exhibits and attend one (1) City Council meeting to present the findings of the study.

Meetings:

Ad Hoc Committee:
- 3 in-person Ad Hoc Committee Meetings
- 3 virtual Ad Hoc Committee Meetings

Library Board of Trustees and Community Services Commission:
- 2 virtual meetings

Technical Meetings:
- 2 meetings/workshops with Library and Community Service Staff
- 1 meeting with City Departments

Community Engagement
- 2 Community Meetings/Workshops
- 2 Stakeholder/Neighborhood Open Houses
- 1 Pop-up Kiosk
- 1 On-line surveys
- 1 Paper Surveys

City Council
- 1 Meeting

Deliverables: Exhibits, presentations, and meeting summaries for meetings noted above.

III. OPTIONAL ADDITIONAL SERVICES

1. The following services are not included in the Consultant's Scope of Basic Services described above and shall be provided if requested in writing **by the Client. The Consultant shall be compensated for Optional Additional Services as set forth in Exhibit B to this Agreement.**

   1.A Focus groups.
   1.B Enhanced Visualization. Our core proposal includes 2D site graphics which are a great way to communicate site utilization. As an option, we can produce 3D graphics representing building massing and preliminary architectural concepts to build a greater level of enthusiasm and project support often needed for project approval and funding.
   1.C Design Services. Group 4 provides pre-design, design, and interiors services for library facilities of all sizes. Our services at the systemwide level include customer experience strategies, FFE selection, and branding/graphics/signage design for implementation at multiple facilities. We are licensed to provide architectural services in the State of Oregon and also are enthusiastic collaborators with local architects.
   1.D Additional Group 4 trips to South Pasadena.
   1.E Additional meetings beyond those identified in Exhibit A, Section II.
   1.F Engineering and specialist consultants
   1.G Environmental studies
   1.H Traffic engineering
   1.I The services of consultants other than those included in Basic Services.
   1.J EIR services
   1.K Scale models
   1.L Computer animation.
   1.M Preparation and conducting focus groups and follow up
   1.N Revising drawings, designs, or other documents when such revisions are inconsistent with approvals or directions previously given by the Client, made necessary by determination by the Client or its other consultants, or made necessary by the Client's failure to render decisions in a timely manner.
   1.O Any other service not included in Section II. Basic Services.

EXHIBIT B

COMPENSATION

SOUTH PASADENA LIBRARY/COMMUNITY CENTER COMPREHENSIVE SITE PLAN

1. **COMPENSATION FOR THE SCOPE OF SERVICES**

1.A Compensation to the Consultant for Scope of Services set forth in Exhibit A, shall be a flat fee sum of One Hundred Forty-Eight Thousand Six Hundred Dollars ($148,600.00) for the tasks listed below.

1.B Compensation for each Task shall not exceed the following portions of the Scope of Services compensation unless approved by the City in writing.

Task 1 Project Initiation	$ 19,000.00
Task 2 Needs Assessment	$ 57,100.00
Task 3 Phase 1 Comprehensive Site Plan	$ 45,500.00
Task 4 Engagement	$ 27,000.00
Total Basic Compensation (Task 1-4)	**$148,600.00**

Total Compensation for the Scope of Services, including project expenses and travel for the number of trips to South Pasadena specified in Exhibit A, are included in basic services amounts as well as the costs and expenses for all subconsultants listed in Consultant's response to the City's Request for Qualifications. This amount also includes all reimbursable expenses related to the Scope of Services.

2. COMPENSATION FOR OPTIONAL ADDITIONAL SERVICES

2.A Compensation to the Consultant for Optional Additional Services described in Exhibit A are not included in the Consultant's Scope of Services. If Optional Additional Services are requested by the City, Consultant shall provide City with a cost and services proposal for such services. The Consultant shall provide and be compensated for such Optional Additional Services only if the City provides Consultant with a written notice to proceed.

3. COMPENSATION FOR OPTIONAL SERVICES

3.A Compensation to the Consultant for Optional Services described in Exhibit A shall be either at the following hourly rates or made as a negotiated stipulated sum. The rates below will be in effect through December 31st, 2025.

CONSULTANT'S SCHEDULE OF RATAS IS AS FOLLOWS:

Group 4 Architecture, Research + Planning, Inc.	
Consulting Principal	$345.00 per hour
Principal in Charge	$280.00 per hour
Principal	$270.00 per hour
Associate	$250.00 per hour
Project Manager	$215.00 per hour
Architect III	$210.00 per hour

Architect II	$200.00 per hour
Architect I	$195.00 per hour
Architectural Staff III	$185.00 per hour
Architectural Staff II	$175.00 per hour
Architectural Staff I	$165.00 per hour
Interior Designer II/Planner II	$175.00 per hour
Interior Designer I/Planner I	$165.00 per hour
Project Support	$140.00 -$250.00 per hour

SWA GROUP

Principal	$286.00 per hour
Associate Principal	$195.00 per hour
Associate	$137.00 per hour
Design Staff	$110-$125.00 per hour

PAGE AND TURNBULL

Founding Principal – Director	$235-$315 per hour
Sr Architect – Architect 1	$215-$165 per hour
Sr Designer – Jr Designer	$190-$120 per hour
Sr + Jr Cultural Resources Planner	$165-$115 per hour
Sr + Jr Materials Conservation Specialist	$190-$120 per hour
Interns	$110 per hour
Marketing Manager - Marketing Coordinator 1	$190-$145 per hour
Controller	$220 per hour
Sr Project Accountant – Project Accountant 1	$185-$135 per hour
Office Administrator	$120 per hour

TBD CONSULTANTS

Principal	$265.00 per hour
Project Manager	$235.00 per hour
Senior Estimator / MEP Estimator	$235.00 per hour
Senior Project Controller / Senior Scheduler	$235.00 per hour
Estimator / Scheduler / Project Controller	$225.00 per hour
Assistant Estimator / Assistant Project Controller	$195.00 per hour
Administrative/Technical Support	$105.00 per hour

4. COMPENSATION FOR REIMBURSABLE EXPENSES

4.A Reimbursable expenses beyond project expenses for travel, meals and printing that is included in Scope of Services for the Project, whether for consultant, subconsultant, or City use, and are billable at 1.10 times direct cost. Reimbursable expenses are in addition to compensation for Scope of Services in Exhibit A. Reimbursable expenses beyond what is included under the Scope of Services shall not be incurred or expended without approval by the City in writing. Reimbursable expenses include expenses incurred by the Architect and subconsultants in the interest of the Project. Such costs include, but are not necessarily limited to:

- CAD plotting of check sets and presentation drawings larger than 11”x17”.
- Outside service printing/copying of drawings and documents of any size.
- In-house black and white printing/copying of drawings larger than 11"x 17".
- In-house black and white printing/copying for draft and final reports and specifications.
- In-house color printing and photocopying up to 11”x17” for in-house, consultant or client use.
- Software purchase and licensure on behalf of the client with prior client approval.
- Postage, delivery and messenger service.
- Photographic and digital imaging, including color and grayscale copies of any size.
- Outside telephone conferencing services.
- Overtime expenses with prior client approval.
- Architectural renderings, physical and digital scale models and animations other than those specified under the Scope of Services.
- Subconsultant costs.
- Presentation boards.
- Facilitation tools.
- Workshop accessories and facilitation materials.
- Videos, web services, opinion surveys.
- Additional consultant services.

EXHIBIT C

SCHEDULE OF SERVICES

SOUTH PASADENA LIBRARY/COMMUNITY CENTER COMPREHENSIVE SITE PLAN

SCHEDULE OF PERFORMANCE

1. Consultant shall complete all Basic Services Tasks 1 through 4, as described in Exhibit A, by December 31, 2025.

   1.A The preliminary schedule for Tasks 1 through 4 of Basic Services is as follows.

Tasks		Completed by end of:
Task 1	Project Initiation	One Month after NTP
Task 2	Needs Assessment	Three Months after NTP
Task 3	Phase 1 Comprehensive Site Plan	Three Months after Task 2
Task 4	Engagement	Concurrent with Task 1-3

   1.B The schedule for the project overall or any phase(s) may be adjusted upon mutual agreement of the City and the Consultant to meet changing project needs.