CITY OF SOUTH PASADENA
CITY COUNCIL

AMENDED AGENDA

REGULAR COUNCIL MEETING
WEDNESDAY, SEPTEMBER 4, 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. STAFF INTRODUCTIONS

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

Fire
Greg Lloyd, Fire Chief

4. A PRESENTATION FROM LAC+ USC MEDICAL CENTER FOUNDATION

CHANGES TO THE AGENDA

5. 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.

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

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

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

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

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

Recommendation

It is recommended that the City Council consider:

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

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

Recommendation
It is recommended by Mayor Zneimer that the City Council appoint Larry Abelson to the

Mobility, Transportation, and Infrastructure Commission to a partial term ending December 31, 2024.

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

Recommendation

It is recommended that the Council consider:

1. Adopting the Resolution approving the side Letter of Agreement (LOA) between the City of South Pasadena and the South Pasadena Police Officers' Association and;
2. Authorizing the City Manager or designee to execute the Letter of Agreement.

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

Recommendation

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

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

Recommendation

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

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

Recommendation

It is recommended that the City Council approve the Task Order under an existing Master On-Call Professional Services Agreement with Kabbara Engineering to provide design

and construction document services related to City ADA curb ramps along Meridian Avenue in the amount of $41,844, inclusive of a $38,040 fee and a 10% contingency of $3,804.

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

Recommendation

It is recommended that the City Council:

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

ACTION/DISCUSSION

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

Recommendation

It is recommended that the City Council:

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

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

Recommendation

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

PUBLIC COMMENT - CONTINUED

17. 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

18. 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.

19. CITY MANAGER COMMUNICATIONS

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

September 18, 2024	Regular City Council Meeting	7:00 P.M.
October 2, 2024	Regular City Council Meeting	7:00 P.M.
October 16, 2024	Regular City Council Meeting	7:00 P.M.
December 6, 2024	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

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

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

AGENDA NOTIFICATION SUBSCRIPTION

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

ACCOMMODATIONS

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

CERTIFICATION OF POSTING

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on September 4, 2024, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City, website as required by law, on the date listed below.

09/3/2024	/S/
Date	Mark Perez, Deputy City Clerk

City Council Agenda Report

ITEM NO. 4

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Luis Frausto, Acting Deputy City Manager

SUBJECT: **A PRESENTATION FROM LAC+ USC MEDICAL CENTER FOUNDATION**

Attachment:
Attachment No. 1 - Reducing Youth Access to Tobacco Products

Reducing Youth Access to Tobacco Products

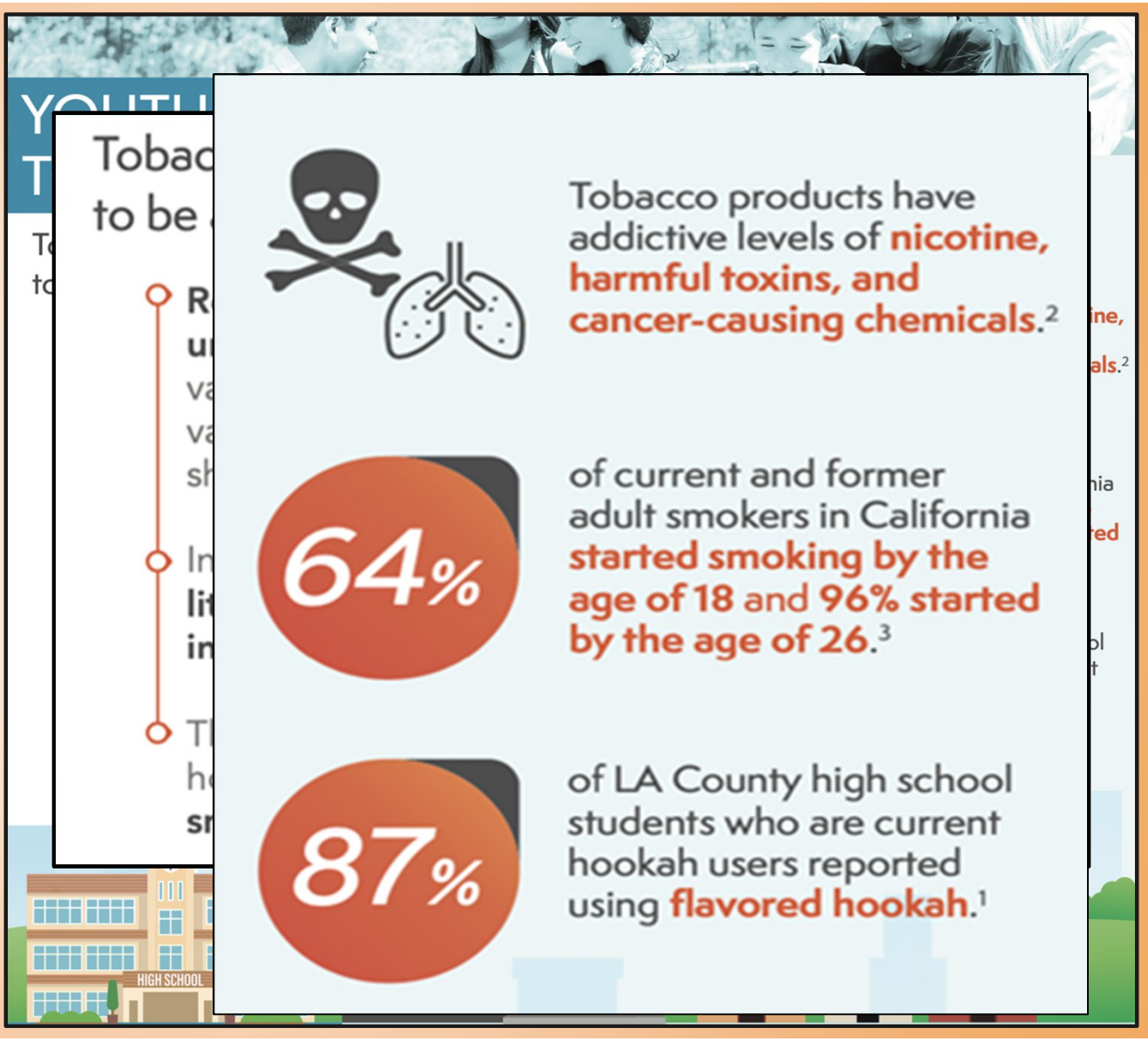
Dr. Julia Ruedas

September 04, 2024

Los Angeles General Medical Center

The Wellness Center AT THE HISTORIC GENERAL HOSPITAL

Youth Access to Tobacco Products



Los Angeles General
Medical Center

Tobacco Retail Environment Best Practices



Tobacco Products and Youth: Local Policy Can Make a Difference

Tomas Torices, MD

American Academy of Pediatrics



South Pasadena Tobacco Retail Permit

Chapter 18, Article Vl Tobacco Retailer Permit adopted in February 2009

- All tobacco retailers must obtain a Tobacco Retailer Permit
- A permit renewal fee of $120.00 must be paid annually
- Requires that a violation of any existing local, state, or federal tobacco regulation is a viola? on of the license
- Specifies that the finance department or other designated person may enforce the provisions of the article to check the compliance of each tobacco retailer at least one time per twelve-month period.
- Allows for the suspension and revoca? on of a license for a viola? on of the permit.
- No existing business within five hundred feet of a public school may begin operation as a tobacco retailer after the effective date of the ordinance.

Strong Tobacco Retail Licensing

Local tobacco control measures lower rates of cigarette and e-cigarette use among youth.[6]



Adopting a Tobacco Retail Licensing Policy

Require all businesses who sell tobacco products to obtain a local tobacco retail license.



Closing tobacco product exemptions created in California's Flavored Tobacco Ban

Prohibit the sales of all flavored tobacco products including hookah tobacco, shisha, pipe tobacco, and premium cigars.



Establishing minimum prices, and prohibiting coupons and discounts

Set minimum prices for tobacco products, and prohibit the redemption of tobacco discounts or coupons.



Establishing minimum pack size for little cigars and cigarillos

Require little cigars and cigarillos be sold in packages of at least 20 units.



Restricting sales in youth sensitive areas

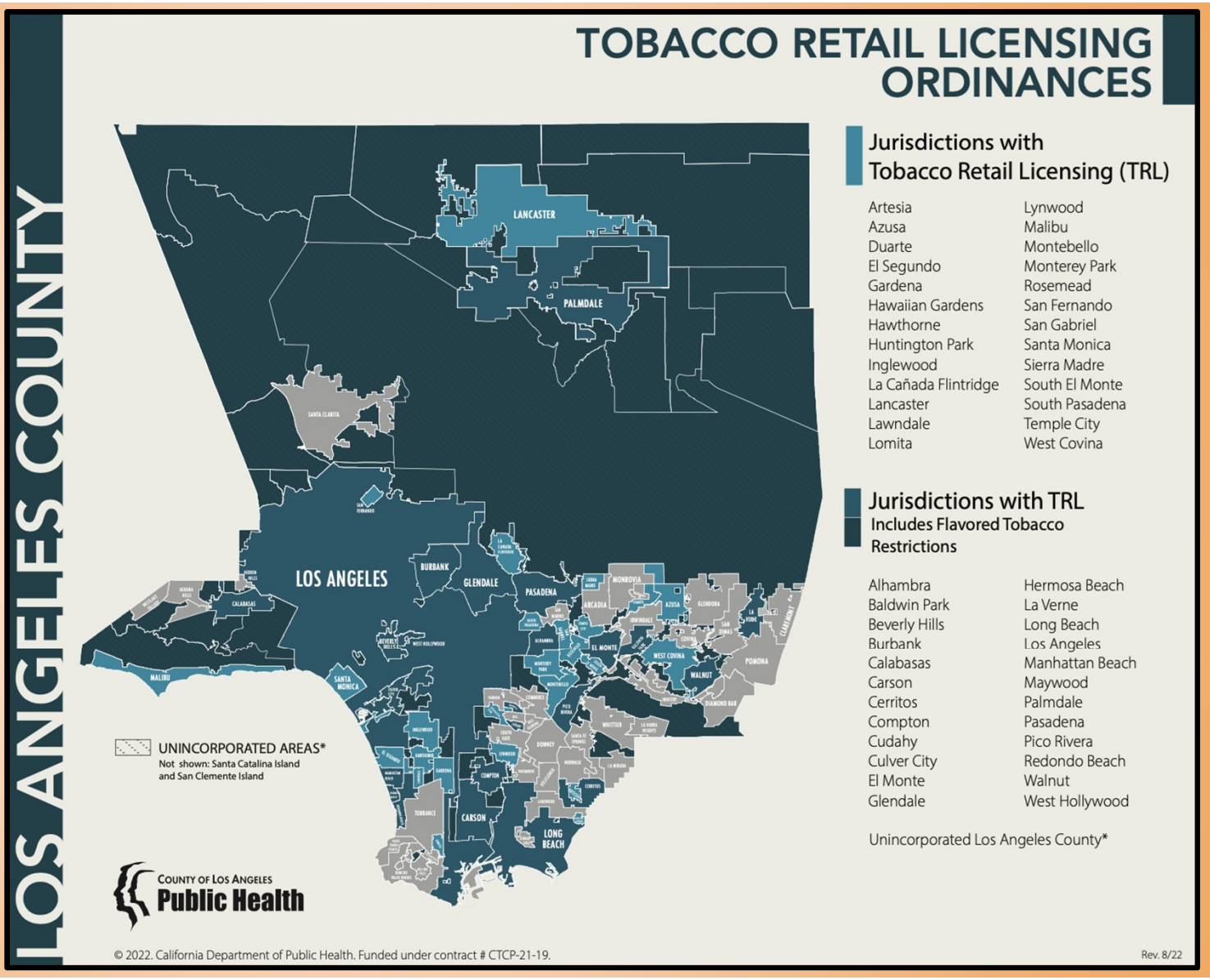
Require that no tobacco license be issued to businesses that are within a specific distance of a youth sensitive area (e.g., parks, schools, libraries, etc.).



Restricting sales in pharmacies

Businesses that co-locate with a pharmacy such as a grocery store, and stand-alone pharmacies, will not be issued a tobacco license.

Tobacco Retail Licensing Ordinances



Los Angeles General Medical Center

San Gabriel Valley Tobacco Retail Licensing Policies

Select Tobacco Retail Licensing Policies

	Alhambra	Pasadena	South Pasadena	City of Los Angeles	Unincorporated Los Angeles County
Population Size	83,000	139,000	27,000	3,900,000	1,024,000
Number of Tobacco Retailers	50	90	10	3,469	641
Prohibits the Sale of Flavored Tobacco Products	X	X		X	X
Prohibits the Sale of Flavored Hookah Tobacco	X	X			X
Requires Little Cigars & Cigarillos are Sold in a Minimum Pack Size	X				X
Prohibits the Sale of Tobacco Products in Pharmacies					X
Prohibits the Redemption of Tobacco Discounts or Coupons	X				

Los Angeles General Medical Center

SB 793: CA Flavored Tobacco Law

- On August 28, 2020, California Governor Gavin Newsom signed Senate Bill (SB) 793 (Chapter 34, Statutes of 2020) into law, banning the sale of most flavored tobacco products including menthol cigarettes, e-cigarettes, and little cigars.
- On November 8, 2022, California voters upheld the law via referendum.
- The law does not apply to:
  - Flavored premium cigars, flavored loose-leaf pipe tobacco, flavored shisha/hookah.
- All jurisdictions in California must now implement and enforce the state law.
- SB 793 does not preempt local action that goes beyond State law in prohibiting the sale of flavored tobacco products, therefore leaving open the opportunity for local jurisdictions to close the exemptions created in state law.

Los Angeles General Medical Center

South Pasadena
Tobacco Retail Environment Scan

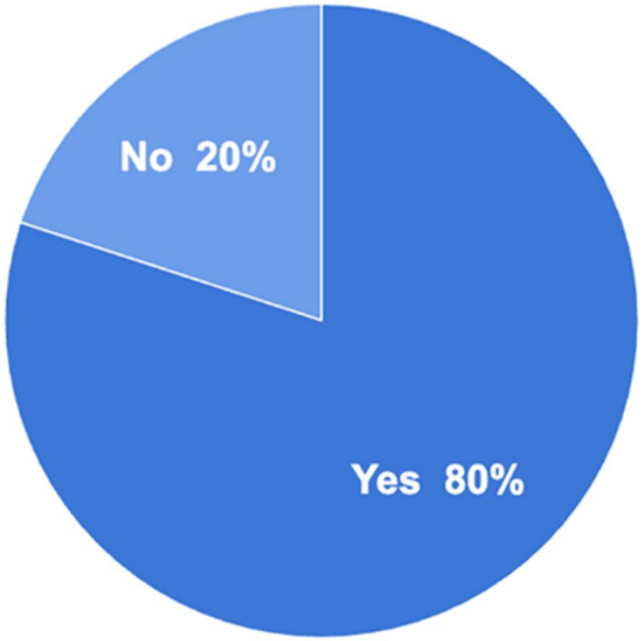






Los Angeles General
Medical Center

80% of South Pasadena tobacco retailers were identified to have at least one flavored tobacco product on display.



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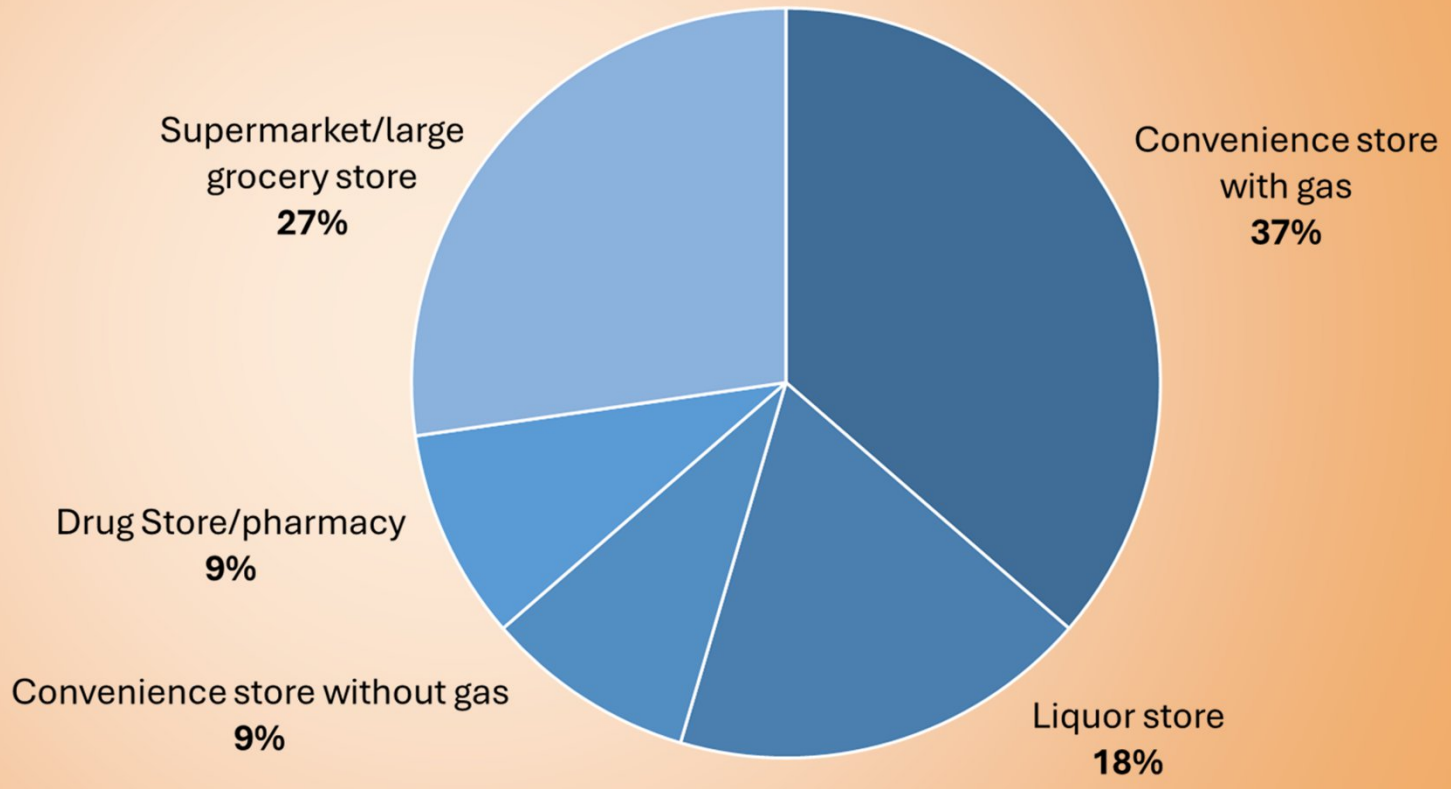
Types of Licensed Tobacco Retailers in South Pasadena (n=11)



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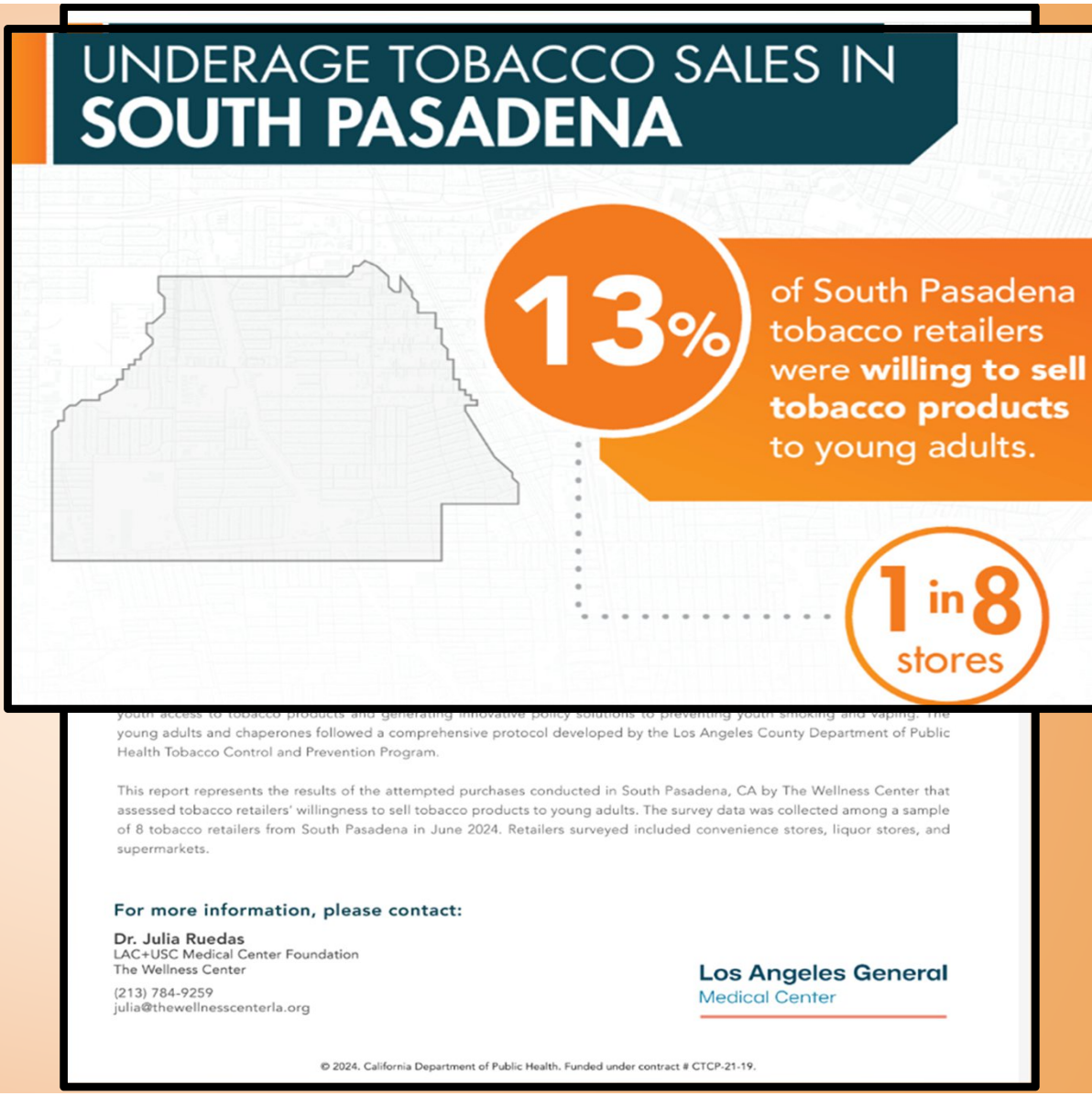
Young Adult Purchase Survey



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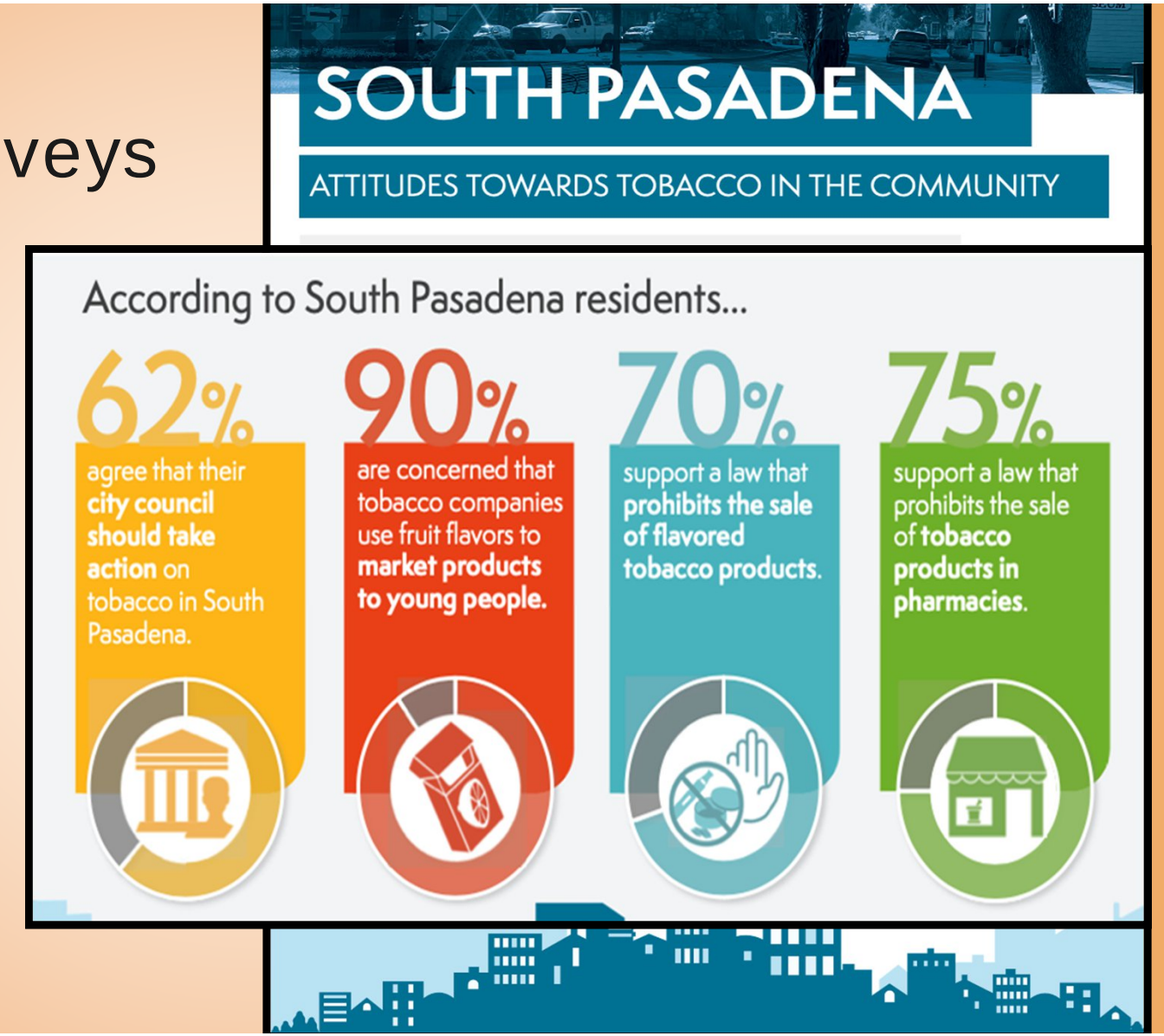
South Pasadena
Attitudes about Tobacco in the Community



Public Opinion Surveys



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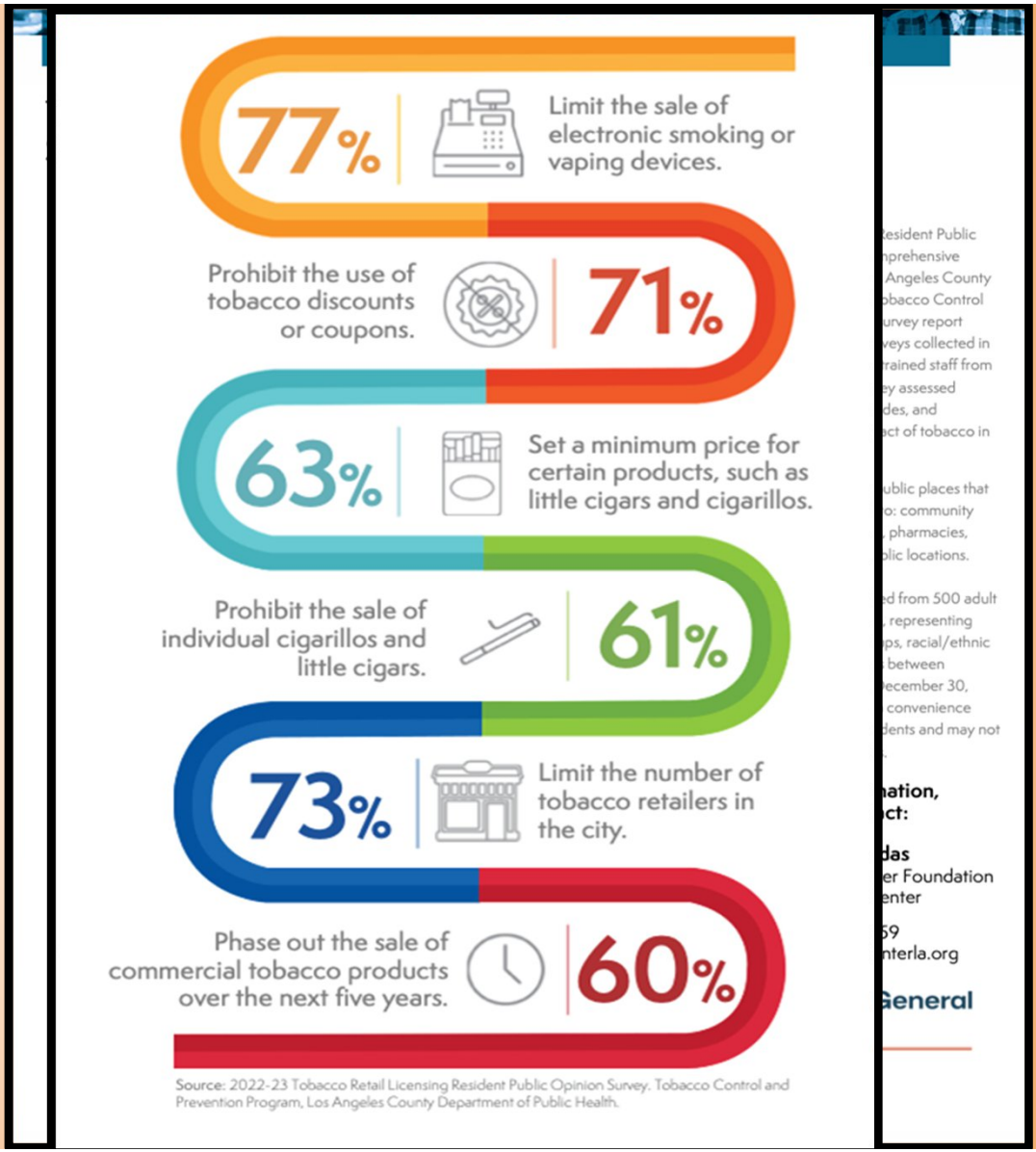
Public Opinion Surveys



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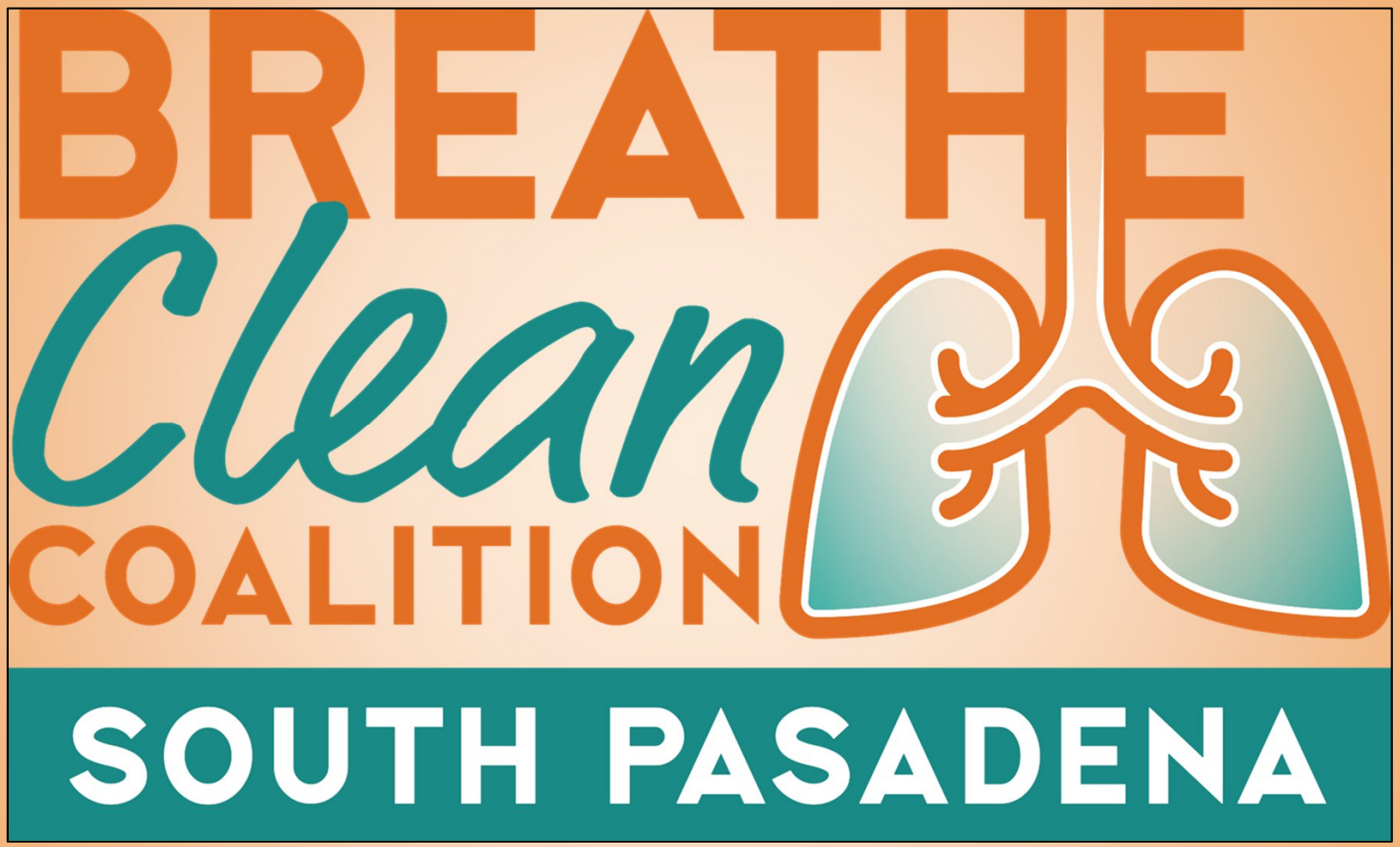
BREATHE
Clean
COALITION
SOUTH PASADENA

Partners in Health: Breathe Clean South Pasadena Coalition

Mission: To improve healthy breathing environments of community's youth and families by reducing access to tobacco and vaping affiliated products while increasing tobacco cessation, mental health, vaping education resources and empowering community involvement.

Surveys and Engagement:

- Public Opinion Surveys
- Educational Workshops
  - School Districts
  - Community Based Organizations
  - Community one-on-one meetings
- Coalition Building
- Youth Purchase Surveys

Our Goals:

- Reduce youth access to tobacco products
- Advocate for strong comprehensive policies
- Educate our community on current tobacco-related issues and best practices

Los Angeles General Medical Center

Community Events



Tree Lighting Ceremony



Spring Eggstravaganza



Farmers Market



South Pasadena
Public Library

Myron Quon,
Coalition Member

BREATHE Clean COALITION
SOUTH PASADENA



Los Angeles General
Medical Center

Video

Los Angeles General
Medical Center

Thank you

BREATHE Clean COALITION SOUTH PASADENA

Los Angeles General
Medical Center

Questions?



Los Angeles General
Medical Center

City Council Agenda Report

ITEM NO. 6

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: John Downs, Finance Director
Esteban Alvarez, Management Analyst

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

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

Executive Summary
Prepaid Warrants:
Warrant # 319587-319599: **$48,888.79**
ACH: **$30,739.96**
Voids: **$0**
General City Warrants
Warrant # 319600-319681: **$316,747.37**
ACH: **$718,833.63**
Voids: **$0**
Payroll Period Ending 8/16/2024: **$877,497.53**
Wire Transfers Out – To (LAIF): **$0**
Wire Transfers In – From (LAIF): **$3,645,000.00**
Wire Transfers (RSA): $0
Wire Transfers Out – To (Acct # 2413): **$0**
Wire Transfers Out – To (Acct # 1936): **$0**
Online Payments: **$0**
RSA:
Prepaid Warrants: **$0**
General City Warrants: **$0**

Total: $5,637,707.28

Key Performance Indicators and Strategic Plan
This item is in line with the Finance Department's Key Performance Indicators identified in the Fiscal Year 2024-2025 Budget. The Accounts Payable process is completely digital and routed via a workflow process. This cuts down staff time significantly, as well as streamlines a previously strenuous process. This process also falls in line with the City's environmental strategies by reducing the amount of paper used.

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

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

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

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

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

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

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

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

Attachment:
Attachment No. 1 - Warrant Summary
Attachment No. 2 - Prepaid Warrant List
Attachment No. 3 - General Warrant List
Attachment No. 4 - Payroll Summary

City of South Pasadena
Demand/Warrant Register **Date** 9/4/2024

Recap by fund	Fund No.	Amounts	
		Prepaid	Written
General Fund	101	57,154.99	313,429.12
Insurance Fund	103	1,660.05	191.33
Street Improvement Program	104	-	-
Technology Surcharge Fund	106	-	-
Facilities & Equip.Cap. Fund	105	-	-
Programs and Projects	107	-	-
Local Transit Return "A"	205	-	7,649.36
SLFRF Fund	206	-	3,300.40
Local Transit Return "C"	207	-	-
TEA/Metro	208	-	-
Sewer Fund	210	-	2,162.61
CTC Traffic Improvement	211	-	-
SB2 Planning Grant	213	-	-
Rogan HR5294 Grant	214	-	-
Street Lighting Fund	215	-	48,005.73
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	-	3,275.75
County Park Bond Fund	232	-	2,131.13
Measure R	233	-	-
Measure M	236	-	-
Road Maint & Rehab (SB1)	237	-	-
MSRC Grant Fund	238	-	-
Measure W	239	-	9,126.20
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	-	34,058.64
Water Fund	500	-	612,250.73
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	20,813.71	-
			-
	Column Totals:	79,628.75	1,035,581.00

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

City Report Totals:	1,115,209.75
Payroll Period Ending: 08/16/2024	877,497.53
Wire Transfer Out - To LAIF	-
Wire Transfer In - From LAIF	3,645,000.00
Wire Transfer - RSA	-
Wire Transfer Out - To Acct. # 2413	-
Wire Transfer Out - To Acct. # 1936	-
Online Payments	-
Voids - Prepaid	-
Voids - General Warrant	-
Grand Report Total:	**5,637,707.28**

Evelyn G. Zneimer, Mayor

John Downs, Finance Director

Mark Perez, Deputy City Clerk

Accounts Payable

Check Detail

User: ealvarez
Printed: 08/29/2024 - 9:03AM

Check Number	Check Date	Amount
BLU7777 - California Physicians Service		
319587	08/28/2024	
Inv 242280038509		
Line Item Date: 08/26/2024	Line Item Description: Acct #W0051411903338765 Chaparyan, Armine - September 2024	2,006.64
Inv 242280038509 Total		2,006.64
319587 Total:		2,006.64
BLU7777 - California Physicians Service Total:		2,006.64
Total:		2,006.64

Accounts Payable

Check Detail

User: ealvarez
Printed: 08/29/2024 - 9:04AM

Check Number	Check Date	Amount
ADVC8268 - Adventure City		
319588	08/28/2024	
Inv 1187		
Line Item Date	Line Item Description	
08/14/2024	Field trip on 7/31/24	2,170.65
Inv 1187 Total		2,170.65
319588 Total:		2,170.65
ADVC8268 - Adventure City Total:		2,170.65
AFLA7010 - AFLAC		
0	08/28/2024	
Inv 581232		
Line Item Date	Line Item Description	
07/15/2024	Employee Optional Insurance - June 2024	1,919.78
Inv 581232 Total		1,919.78
0 Total:		1,919.78
AFLA7010 - AFLAC Total:		1,919.78
AME0229 - Ameritas		
0	08/28/2024	
Inv June 2024		
Line Item Date	Line Item Description	
06/30/2024	EE Vision Plan Premiums - June 2024	3,342.48
Inv June 2024 Total		3,342.48
0 Total:		3,342.48
AME0229 - Ameritas Total:		3,342.48
AT&T5006 - AT&T		
319589	08/28/2024	

Inv 130464796

Line Item Date	Line Item Description	
07/17/2024	AN 130464796 Serv 7/18 - 8/17	90.24

Inv 130464796 Total 90.24

319589 Total: 90.24

319590 08/28/2024

Inv 24813461002105

Line Item Date	Line Item Description	
08/01/2024	AN 248 134-6100 210 5 Services for 8/1 - 8/31/24	18.86

Inv 24813461002105 Total 18.86

Inv 33184107563432

Line Item Date	Line Item Description	
08/07/2024	AN 331 841-0756 343 2 Services 8/7 - 9/6/24	31.78

Inv 33184107563432 Total 31.78

Inv 33184108023436

Line Item Date	Line Item Description	
08/07/2024	AN 331 841-0802 343 6 Serv 8/7 - 9/6/24	31.78

Inv 33184108023436 Total 31.78

Inv 62644164973570

Line Item Date	Line Item Description	
08/13/2024	AN 626 441-6497 357 0 Serv 8/13 - 9/12/24	1,678.72

Inv 62644164973570 Total 1,678.72

319590 Total: 1,761.14

319591 08/28/2024

Inv 000022052909

Line Item Date	Line Item Description	
07/27/2024	BAN CLAPDSOPAS Serv 6/27 - 7/26/24	299.55

Inv 000022052909 Total 299.55

Inv 000022054566

Line Item Date	Line Item Description	
07/27/2024	BAN 9191036943 Serv 6/27 - 7/26	2,023.52

Inv 000022054566 Total 2,023.52

Inv 0022182980

Line Item Date	Line Item Description

Check Number	Check Date		Amount
08/20/2024	BAN 9391062308 Serv 7/20 - 8/19/2024		23,853.91
Inv 0022182980 Total			23,853.91
Inv 0022183306			
Line Item Date	Line Item Description		
08/20/2024	BAN 9391081369 Serv 7/20 - 8/19/24		89.51
Inv 0022183306 Total			89.51
319591 Total:			26,266.49
ATCN9011 - AT&T Total:			28,117.87
CIN4011 - AT&T Mobility			
319592	08/28/2024		
Inv 287288006612			
Line Item Date	Line Item Description		
08/02/2024	AN 287312118886 Serv 7/3 - 8/2/24		3,411.74
Inv 287288006612 Total			3,411.74
Inv 287312118886			
Line Item Date	Line Item Description		
08/02/2024	AN 287312118886 Serv 7/3 - 8/2/24		2,456.22
Inv 287312118886 Total			2,456.22
319592 Total:			5,867.96
CIN4011 - AT&T Mobility Total:			5,867.96
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo			
0	08/28/2024		
Inv 719613			
Line Item Date	Line Item Description		
06/30/2024	Personnel Matters - June 2024		4,646.78
Inv 719613 Total			4,646.78
0 Total:			4,646.78
ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:			4,646.78
CSD3014 - Ca. State Disbursement Unit			
319593	08/28/2024		

Inv PR 07.19.2024

Line Item Date	Line Item Description	
07/18/2024	PR Batch 71924.07.2024 - Garnishment Case # FAMSS-1406906.	903.69

Inv PR 07.19.2024 Total 903.69

Inv PR 08.02.24

Line Item Date	Line Item Description	
08/01/2024	PR Batch 80224.07.2024 Garnishment Case # FAMSS-1406906.	903.69

Inv PR 08.02.24 Total 903.69

319593 Total: 1,807.38

CSD3014 - Ca. State Disbursement Unit Total: 1,807.38

CRSC2013 - Capital Research & Consulting LLC

319594 08/28/2024

Inv 3288

Line Item Date	Line Item Description	
07/08/2024	Quarterly Adminstration of Mutual Funds & Deferred Compensation.	3,118.54

Inv 3288 Total 3,118.54

319594 Total: 3,118.54

CRSC2013 - Capital Research & Consulting LLC Total: 3,118.54

CWNC2501 - Carl Warren & Company

0 08/28/2024

Inv 2044822-2044851

Line Item Date	Line Item Description	
07/03/2024	Legal Matters - June 2024	1,660.05

Inv 2044822-2044851 Total 1,660.05

0 Total: 1,660.05

CWNC2501 - Carl Warren & Company Total: 1,660.05

TIM4011 - Charter Communications

0 08/28/2024

Inv 187633501072224

Line Item Date	Line Item Description	
07/22/2024	AN 187633501 1414 Mission St. Serv 7/26 - 8/25	4,803.27

Inv 187633501072224 Total 4,803.27

Inv 188595401080124

Line Item Date	Line Item Description	
08/01/2024	AN 188598401 815 Missions St Serv June, July, August	391.68

Inv 188595401080124 Total 391.68

Inv 188597901080124

Line Item Date	Line Item Description	
08/01/2024	AN 188597901 416 Garfield Serv 8/2 - 9/1/24	434.09

Inv 188597901080124 Total 434.09

Inv 188598001080124

Line Item Date	Line Item Description	
08/01/2024	AN 188598001 660 Stoney Dr Serv 8/1 - 8/31/24	83.95

Inv 188598001080124 Total 83.95

Inv 188598901080124

Line Item Date	Line Item Description	
08/01/2024	AN 188598901 1414 Mission St Serv 8/2 - 9/1/24	108.77

Inv 188598901080124 Total 108.77

0 Total: 5,821.76

TIM4011 - Charter Communications Total: 5,821.76

CINTAS - Cintas Corporation

319595 08/28/2024

Inv 5204902610

Line Item Date	Line Item Description	
04/02/2024	First Aid Cabinets and AED Units	7.89

Inv 5204902610 Total 7.89

Inv 5204902685

Line Item Date	Line Item Description	
04/02/2024	First Aid Cabinets and AED Units	7.89

Inv 5204902685 Total 7.89

Inv 5204902690

Line Item Date	Line Item Description	
04/02/2024	First Aid Cabinets and AED Units	7.84

Inv 5204902690 Total 7.84

Inv 5210454960

Line Item Date	Line Item Description	
05/07/2024	First Aid Cabinets and AED Units	34.78

Inv 5210454960 Total 34.78

Inv 5210454967

Line Item Date	Line Item Description	
05/07/2024	First Aid Cabinets and AED Units	7.89

Inv 5210454967 Total 7.89

Inv 5210454997

Line Item Date	Line Item Description	
05/07/2024	First Aid Cabinets and AED Units	7.89

Inv 5210454997 Total 7.89

Inv 5211976903

Line Item Date	Line Item Description	
05/16/2024	First Aid Cabinets and AED Units	146.49

Inv 5211976903 Total 146.49

Inv 5214330436

Line Item Date	Line Item Description	
06/03/2024	First Aid Cabinets and AED Units	52.31

Inv 5214330436 Total 52.31

Inv 5214330442

Line Item Date	Line Item Description	
06/03/2024	First Aid Cabinets and AED Units	7.89

Inv 5214330442 Total 7.89

Inv 5214330499

Line Item Date	Line Item Description	
06/03/2024	First Aid Cabinets and AED Units	62.32

Inv 5214330499 Total 62.32

Inv 5215978220

Line Item Date	Line Item Description	
06/14/2024	First Aid Cabinets and AED Units	140.13

Inv 5215978220 Total 140.13

Inv 5217003029

Line Item Date	Line Item Description	
06/20/2024	First Aid Cabinets and AED Units	19.20

Inv 5217003029 Total 19.20

Inv 9269677087

Line Item Date	Line Item Description	
04/29/2024	First Aid Cabinets and AED Units	14.00

Inv 9269677087 Total 14.00

Inv 9270048487

Line Item Date	Line Item Description	
05/01/2024	First Aid Cabinets and AED Units	143.88

Inv 9270048487 Total 143.88

Inv 9270048595

Line Item Date	Line Item Description	
05/01/2024	First Aid Cabinets and AED Units	143.88

Inv 9270048595 Total 143.88

Inv 9270050980

Line Item Date	Line Item Description	
05/01/2024	First Aid Cabinets and AED Units	143.88

Inv 9270050980 Total 143.88

Inv 9270052790

Line Item Date	Line Item Description	
05/01/2024	First Aid Cabinets and AED Units	143.88

Inv 9270052790 Total 143.88

Inv 9270066323

Line Item Date	Line Item Description	
05/01/2024	First Aid Cabinets and AED Units	143.88

Inv 9270066323 Total 143.88

Inv 9274254586

Line Item Date	Line Item Description	
06/01/2024	First Aid Cabinets and AED Units	287.75

Inv 9274254586 Total 287.75

Inv 9274255431

Line Item Date	Line Item Description	
06/01/2024	First Aid Cabinets and AED Units	287.75

Inv 9274255431 Total 287.75

Inv 9274303092

Line Item Date	Line Item Description	
06/01/2024	First Aid Cabinets and AED Units	143.88

Inv 9274303092 Total 143.88

Inv 9274309644

Line Item Date	Line Item Description	
06/01/2024	First Aid Cabinets and AED Units	143.88

Inv 9274309644 Total 143.88

Inv 9274323958

Line Item Date	Line Item Description	
06/01/2024	First Aid Cabinets and AED Units	143.88

Inv 9274323958 Total 143.88

Inv 9274340176

Line Item Date	Line Item Description	
06/01/2024	First Aid Cabinets and AED Units	158.76

Inv 9274340176 Total 158.76

319595 Total: 2,401.82

CINTAS - Cintas Corporation Total: 2,401.82

CAL0629 - Franchise Tax Board

319596 08/28/2024

Inv PR 08.02.24

Line Item Date	Line Item Description	
08/01/2024	PR Batch 80224.07.2024 Garnishment FTB - 2150569216	125.00

Inv PR 08.02.24 Total 125.00

319596 Total: 125.00

319597 08/28/2024

Inv PR 07.19.2024

Line Item Date	Line Item Description	
07/18/2024	PR Batch 71924.07.2024 Garnishment Case # 568717589.	134.98

Inv PR 07.19.2024 Total 134.98

Inv PR 08.02.24

Line Item Date	Line Item Description	
08/01/2024	PR Batch 80224.07.2024 Garnishment Case # 568717589.	134.98

Inv PR 08.02.24 Total		134.98
319597 Total:		269.96
SCFT0000 - Franchise Tax Board Total:		394.96

SOU5435 - S.P. Police Officers Association 700-0000-0000-2246-000

0 08/28/2024

Inv August 2024

Line Item Date	Line Item Description	
08/01/2024	PR Batch 80224.07.2024 SPPOA - Union Dues	4,252.70
08/01/2024	PR Batch 80224.07.2024 SPPOA Insurance	2,405.95
Inv August 2024 Total		6,658.65

Inv PR 07.20.2024

Line Item Date	Line Item Description	
07/18/2024	PR Batch 72024.07.2024 SPPOA Insurance	32.00
07/18/2024	PR Batch 72024.07.2024 SPPOA - Union Dues	98.90
Inv PR 07.20.2024 Total		130.90
0 Total:		6,789.55
SOU5435 - S.P. Police Officers Association Total:		6,789.55

SOU5451 - S.P. Public Service Employees Association 700-0000-0000-2248-000

0 08/28/2024

Inv August 2024

Line Item Date	Line Item Description	
08/01/2024	PR Batch 80224.07.2024 SPPSEA - Union Dues	1,420.00
Inv August 2024 Total		1,420.00

Inv PR 07.20.2024

Line Item Date	Line Item Description	
07/18/2024	PR Batch 72024.07.2024 SPPSEA - Union Dues	30.00
Inv PR 07.20.2024 Total		30.00
0 Total:		1,450.00
SOU5451 - S.P. Public Service Employees Association Total:		1,450.00

CEAP7000 - S.P. Public Service Employees Association-PT 700-0000-0000-2249-000

0 08/28/2024

Inv August 2024

Line Item Date	Line Item Description	
08/01/2024	PR Batch 80224.07.2024 PART TIME ASSN. DUES / FEE	160.00

Inv August 2024 Total 160.00

0 Total: 160.00

CEAP7000 - S.P. Public Service Employees Association-PT Total: 160.00

SOU5230 - S.P.Firefighters L-3657

0 08/28/2024

Inv August 2024

Line Item Date	Line Item Description	
08/01/2024	PR Batch 80224.07.2024 Firefighters 3657 - Union	2,050.00
08/01/2024	PR Batch 80224.07.2024 Fire Assn. Insurance	177.42
08/01/2024	PR Batch 80224.07.2024 FFA Fire Rec Fees	90.00

Inv August 2024 Total 2,317.42

0 Total: 2,317.42

SOU5230 - S.P.Firefighters L-3657 Total: 2,317.42

SSDV2018 - Sandoval, Sheila

0 08/28/2024

Inv PR 07.19.2024

Line Item Date	Line Item Description	
07/18/2024	PR Batch 71924.07.2024 - Garnishment	361.47
07/18/2024	PR Batch 71924.07.2024 - Garnishment	956.03

Inv PR 07.19.2024 Total 1,317.50

Inv PR 08.02.24

Line Item Date	Line Item Description	
08/01/2024	PR Batch 80224.07.2024 Garnishment - Sandoval	956.03
08/01/2024	PR Batch 80224.07.2024 Sandoval - Garnishment	358.61

Inv PR 08.02.24 Total 1,314.64

0 Total: 2,632.14

SSDV2018 - Sandoval, Sheila Total: 2,632.14

STKLINFO - Sterling Infosystems Inc.

319598 08/28/2024

Inv 9857212

Line Item Date	Line Item Description

Check Number	Check Date		Amount
	05/31/2024	Pre-Employment Background Check Services - May 2024	351.28
	Inv 9857212 Total		351.28
	Inv 9893733		
	Line Item Date	Line Item Description	
	06/30/2024	Pre-Employment Background Check Services - June 2024	95.10
	Inv 9893733 Total		95.10
319598 Total:			446.38
STKLINFO - Sterling Infosystems Inc. Total:			446.38
VERW6711 - Verizon Wireless			
319599	08/28/2024		
	Inv 9969302578		
	Line Item Date	Line Item Description	
	07/17/2024	AN 842311063-0002 Serv 6/18 - 7/17/24	1,641.73
	Inv 9969302578 Total		1,641.73
	Inv 9970019579		
	Line Item Date	Line Item Description	
	07/26/2024	AN 270619951-00004 Serv 6/27 - 7/26/24	500.12
	Inv 9970019579 Total		500.12
	Inv 9970405092		
	Line Item Date	Line Item Description	
	08/01/2024	AN 542443342-00001 Serv 7/2 - 8/1/24	52.34
	Inv 9970405092 Total		52.34
	Inv 9970422654		
	Line Item Date	Line Item Description	
	08/01/2024	AN 642443919-0001 Serc 7/2 - 8/1	362.40
	Inv 9970422654 Total		362.40
319599 Total:			2,556.59
VERW6711 - Verizon Wireless Total:			2,556.59
Total:			77,622.11

Accounts Payable

Check Detail

User: ealvarez
Printed: 08/29/2024 - 10:52AM

Check Number	Check Date	Amount
ALH0179 - Alhambra Car Wash		
319600	09/04/2024	
Inv July 2024		
Line Item Date	Line Item Description	
08/06/2024	PD Car Washes July 2024	728.00
Inv July 2024 Total		728.00
319600 Total:		728.00
ALH0179 - Alhambra Car Wash Total:		728.00
ALL0197 - All Star Fire Equipment, Inc.		
319601	09/04/2024	
Inv 257768		
Line Item Date	Line Item Description	
07/29/2024	Fire - Breathing Apparatus Repair (PPE)	50.00
Inv 257768 Total		50.00
319601 Total:		50.00
ALL0197 - All Star Fire Equipment, Inc. Total:		50.00
AMAZONCP - Amazon Capital Services, Inc.		
0	09/04/2024	
Inv 1DQQ-9NR3-11MQ		
Line Item Date	Line Item Description	
08/08/2024	Office Supplies	51.80
Inv 1DQQ-9NR3-11MQ Total		51.80
Inv 1FFY-WTG1-1L6X		
Line Item Date	Line Item Description	
08/08/2024	Fire - Fire Strike Team Equipment	163.17
Inv 1FFY-WTG1-1L6X Total		163.17
Inv 1K6H-LPFT-79WC		
Line Item Date	Line Item Description	

08/09/2024	Computer Supplies	860.30
08/09/2024	Office Supplies	30.18
Inv 1K6H-LPFT-79WC Total		890.48

Inv 1LFG-6HHT-3TVL

Line Item Date	Line Item Description	
08/13/2024	Transit Supplies	91.22
Inv 1LFG-6HHT-3TVL Total		91.22

Inv 1MYX-99KK-7JTY

Line Item Date	Line Item Description	
08/08/2024	Yard Office Admin Supplies	124.23
08/08/2024	Yard Office Admin Supplies	124.24
08/08/2024	Yard Office Admin Supplies	124.23
08/08/2024	Yard Office Admin Supplies	124.23
Inv 1MYX-99KK-7JTY Total		496.93

Inv 1PL3-3HXC-7334

Line Item Date	Line Item Description	
08/07/2024	Fire - Fire Strike Team Equipment	727.21
Inv 1PL3-3HXC-7334 Total		727.21

Inv 1QM6-YMFR-XC6N

Line Item Date	Line Item Description	
08/05/2024	Fire - Desk Chair for Captain and Chief Office	418.92
Inv 1QM6-YMFR-XC6N Total		418.92

Inv 1RW1-6CNL-WW3G

Line Item Date	Line Item Description	
07/22/2024	Hand Sanitizer	37.46
Inv 1RW1-6CNL-WW3G Total		37.46

Inv 1WX9-9KRJ-RXXT

Line Item Date	Line Item Description	
08/05/2024	Office Supplies	22.60
08/05/2024	Office Supplies	97.84
08/05/2024	Office Supplies	109.63
Inv 1WX9-9KRJ-RXXT Total		230.07

Inv 1Y9Q-DMPR-79DK

Line Item Date	Line Item Description	
08/08/2024	Fire - Training Books for Fire Prevention	940.35
Inv 1Y9Q-DMPR-79DK Total		940.35

Inv 1YVN-RFVH-13GX

Line Item Date	Line Item Description	
08/06/2024	Office Supplies	7.99
08/06/2024	Office Supplies & Computer Equipment	80.17

Inv 1YVN-RFVH-13GX Total 88.16

0 Total: 4,135.77

AMAZONCP - Amazon Capital Services, Inc. Total: 4,135.77

RIAL6501 - Arriola, Richard

319602 09/04/2024

Inv 07/17/2024

Line Item Date	Line Item Description	
07/17/2024	Mileage reimbursement, 07/17/2024	17.82

Inv 07/17/2024 Total 17.82

319602 Total: 17.82

RIAL6501 - Arriola, Richard Total: 17.82

ERCARRYO - Arroyo, Eric Jason

319603 09/04/2024

Inv 3463

Line Item Date	Line Item Description	
08/14/2024	Background Investigation for Police Assistant Applicant Morales	1,500.00

Inv 3463 Total 1,500.00

Inv 3480

Line Item Date	Line Item Description	
08/14/2024	Background Investigation for Police Officer Applicant Izquidero	1,500.00

Inv 3480 Total 1,500.00

319603 Total: 3,000.00

ERCARRYO - Arroyo, Eric Jason Total: 3,000.00

CAVA8031 - Avalos, Celsa

319604 09/04/2024

Inv 09/28/24

Line Item Date	Line Item Description	
08/13/2024	Multicultural Performance Folkloric Dance	300.00

Inv 09/28/24 Total 300.00

319604 Total: 300.00

CAVA8031 - Avalos, Celsa Total: 300.00

BARALPW - Barrera, Alejandro

319605 09/04/2024

Inv 07/13/2024

Line Item Date	Line Item Description	
07/13/2024	Mileage reimbursement, 7/13/2024	24.52

Inv 07/13/2024 Total 24.52

Inv 07/17/2024

Line Item Date	Line Item Description	
07/17/2024	Mileage reimbursement, 7/17/2024	24.52

Inv 07/17/2024 Total 24.52

Inv 07/25/2024

Line Item Date	Line Item Description	
07/25/2024	Mileage reimbursement, 7/25/2024	24.52

Inv 07/25/2024 Total 24.52

319605 Total: 73.56

BARALPW - Barrera, Alejandro Total: 73.56

LEBE8032 - Betts, Lemar

319606 09/04/2024

Inv INV.SKATEAUG24

Line Item Date	Line Item Description	
08/13/2024	Contract Class Instructor The Skateside Summer Camp - AUG 24	1,636.25

Inv INV.SKATEAUG24 Total 1,636.25

319606 Total: 1,636.25

LEBE8032 - Betts, Lemar Total: 1,636.25

TYBL7000 - Borrello, Tyler

319607 09/04/2024

Inv 673936499690

Line Item Date	Line Item Description	
08/18/2024	Reimbursement for "Coffee with a Cop" event expenses.	16.47

Inv 673936499690 Total 16.47

Inv 723734

Line Item Date	Line Item Description	
08/18/2024	Reimbursement for "Coffee with a Cop" event expenses.	88.00

Inv 723734 Total 88.00

319607 Total: 104.47

TYBL7000 - Borrello, Tyler Total: 104.47

BCDJ4011 - Bravo Chrysler Dodge Jeep Ram of Alhambra

319608 09/04/2024

Inv 449719

Line Item Date	Line Item Description	
06/11/2024	Diagnosis Fee	280.00

Inv 449719 Total 280.00

319608 Total: 280.00

BCDJ4011 - Bravo Chrysler Dodge Jeep Ram of Alhambra Total: 280.00

BRMR8267 - BRIT West Soccer

319609 09/04/2024

Inv BritWestAUG24

Line Item Date	Line Item Description	
08/13/2024	Contract Class Instructor - Brit West Soccer - Aug24 Classes	5,382.65

Inv BritWestAUG24 Total 5,382.65

319609 Total: 5,382.65

BRMR8267 - BRIT West Soccer Total: 5,382.65

CAL5236 - CA Linen Services

319610 09/04/2024

Inv 2311952

Line Item Date	Line Item Description	
08/01/2024	FY24/25 Linen Cleaning Services for Fire Dept.	130.85

Inv 2311952 Total 130.85

Inv 2315763

Line Item Date	Line Item Description	
08/08/2024	FY24/25 Linen Cleaning Services for Fire Dept.	134.45

Inv 2315763 Total 134.45

319610 Total: 265.30

CAL5236 - CA Linen Services Total: 265.30

DACA4011 - Calderon, David

319611 09/04/2024

Inv 08/05/2024

Line Item Date	Line Item Description	
08/14/2024	Driver Training PSP Reimbursement For Officer Calderon 08/05/24	74.10

Inv 08/05/2024 Total 74.10

Inv 08/12/2024

Line Item Date	Line Item Description	
08/14/2024	Recruitment/ Mentorship Lunch for Police Officer Applicant 08/12/24	40.00

Inv 08/12/2024 Total 40.00

319611 Total: 114.10

DACA4011 - Calderon, David Total: 114.10

CAN0607 - Cantu Graphics Inc.

319612 09/04/2024

Inv 22439

Line Item Date	Line Item Description	
08/07/2024	Festival of Balloons 4th of July Signs	154.35

Inv 22439 Total 154.35

Inv 60978-2

Line Item Date	Line Item Description	
08/01/2024	Mayor Pro Tem- Business Cards	44.04

Inv 60978-2 Total 44.04

Inv 61230-9

Line Item Date	Line Item Description	
08/20/2024	PD Printing & Duplicating	44.04

Inv 61230-9 Total 44.04

319612 Total: 242.43

CAN0607 - Cantu Graphics Inc. Total: 242.43

GBCL4010 - Carrillo, Gilbert

319613 09/04/2024

Inv 08/05/2024

Line Item Date	Line Item Description	
08/14/2024	Driver Training PSP Reimbursement For Officer Carrillo 08/05/24	74.10

Inv 08/05/2024 Total 74.10

319613 Total: 74.10

GBCL4010 - Carrillo, Gilbert Total: 74.10

CINTA3 - Cintas Corporation

319614 09/04/2024

Inv 4197402817

Line Item Date	Line Item Description	
07/01/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	38.53
07/01/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	44.72
07/01/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	42.87
07/01/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	448.03
07/01/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	97.52
07/01/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	42.88
07/01/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	64.92

Inv 4197402817 Total 779.47

Inv 4198132292

Line Item Date	Line Item Description	
07/08/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	64.92
07/08/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	97.52
07/08/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	42.88
07/08/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	46.30
07/08/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	44.72
07/08/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	38.53
07/08/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	32.77

Inv 4198132292 Total 367.64

Inv 4198856445

Line Item Date	Line Item Description	
07/15/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	38.17
07/15/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	64.56
07/15/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	58.08
07/15/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	42.52
07/15/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	32.41
07/15/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	44.36
07/15/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	97.13

Inv 4198856445 Total 377.23

Inv 4199556574

Line Item Date	Line Item Description	
07/22/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	64.57
07/22/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	32.42
07/22/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	38.18
07/22/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	38.18
07/22/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	42.53
07/22/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	97.07
07/22/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	44.37

Inv 4199556574 Total 357.32

Inv 4201721856

Line Item Date	Line Item Description	
08/12/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	38.18
08/12/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	64.57
08/12/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	32.42
08/12/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	42.53
08/12/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	61.71
08/12/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	97.07
08/12/2024	Public Works Uniform Cleaning Services - Cleaning Services 24-25	44.37

Inv 4201721856 Total 380.85

319614 Total: 2,262.51

CINTA3 - Cintas Corporation Total: 2,262.51

ALPD4010 - City of Alhambra Police Department

319615 09/04/2024

Inv S.Pas.-06/2024

Line Item Date	Line Item Description	
08/20/2024	Inmate housing for the month of June 2024.	2,236.00

Inv S.Pas.-06/2024 Total 2,236.00

Inv S.Pas.-07/2024

Line Item Date	Line Item Description	
08/20/2024	Inmate housing for the month of July 2024.	2,838.00

Inv S.Pas.-07/2024 Total 2,838.00

319615 Total: 5,074.00

ALPD4010 - City of Alhambra Police Department Total: 5,074.00

PAS4012 - City of Pasadena

319616 09/04/2024

Inv 30024899

Line Item Date	Line Item Description	
08/01/2024	Services provided by Pasadena Police Department	38,405.00

Inv 30024899 Total 38,405.00

319616 Total: 38,405.00

PAS4012 - City of Pasadena Total: 38,405.00

SPMN3010 - City of South Pasadena

319617 09/04/2024

Inv 14044 - 8/7/24

Line Item Date	Line Item Description	
08/13/2024	Water Utility bill statement for Dog Park - 6/3/24-7/29/24	534.46

Inv 14044 - 8/7/24 Total 534.46

Inv 19126 - 7/31/24

Line Item Date	Line Item Description	
08/13/2024	Water Utility bill Park statement - 5/29/24-7/23/24	539.55

Inv 19126 - 7/31/24 Total 539.55

Inv 19386 - 8/7/24

Line Item Date	Line Item Description	
08/13/2024	Water Utility bill Arroyo park(stoney drive) - 6/3/24-6-7/29/24	546.26

Inv 19386 - 8/7/24 Total 546.26

Inv 19387 - 8/7/24

Line Item Date	Line Item Description	
08/13/2024	Water Utility bill Arroyo park(san pasqual) - 6/3/24-7/29/24	510.86

Inv 19387 - 8/7/24 Total 510.86

319617 Total: 2,131.13

SPMN3010 - City of South Pasadena Total: 2,131.13

CRMN6010 - Core & Main LP

319618 09/04/2024

Inv V359076

Line Item Date	Line Item Description	
08/01/2024	Supplies purchased to make water main repairs @ 1304 Gates Place	122.15

Inv V359076 Total 122.15

319618 Total: 122.15

CRMN6010 - Core & Main LP Total: 122.15

CRDA1021 - Corodata Records Management

0 09/04/2024

Inv RS7012932

Line Item Date	Line Item Description	
07/31/2024	Corodata Records Management Services - 7/1 - 7/31/24	531.80

Inv RS7012932 Total 531.80

0 Total: 531.80

CRDA1021 - Corodata Records Management Total: 531.80

CRSR2010 - Corodata Shredding Inc.

0 09/04/2024

Inv DN 1480679

Line Item Date	Line Item Description	
07/31/2024	Corodata Shredding Services for July 2024	160.06

Inv DN 1480679 Total 160.06

0 Total: 160.06

CRSR2010 - Corodata Shredding Inc. Total: 160.06

ATGC8530 - CU Technology

0 09/04/2024

Inv 11595

Line Item Date	Line Item Description	
08/01/2024	Managemnt of IT Services for Network Admin Serv for July	25,600.00

Inv 11595 Total 25,600.00

Inv 11613

Line Item Date	Line Item Description	
08/08/2024	SSL Subscription Renewal	449.99

Inv 11613 Total 449.99

0 Total: 26,049.99

ATGC8530 - CU Technology Total: 26,049.99

Check Number	Check Date		Amount
DEMV6410 - Department of Motor Vehicles			
319619	09/04/2024		
Inv 08530014			
Line Item Date	Line Item Description		
08/14/2024	DMV pull notice		1.00
Inv 08530014 Total			1.00
Inv 08693803			
Line Item Date	Line Item Description		
08/14/2024	DMV pull notice		1.00
Inv 08693803 Total			1.00
319619 Total:			2.00
DEMV6410 - Department of Motor Vehicles Total:			2.00
FED1109 - FedEx			
319620	09/04/2024		
Inv 8-578-59463			
Line Item Date	Line Item Description		
08/02/2024	Postage		17.91
Inv 8-578-59463 Total			17.91
Inv 8-585-65882			
Line Item Date	Line Item Description		
08/09/2024	Postage		16.75
Inv 8-585-65882 Total			16.75
319620 Total:			34.66
FED1109 - FedEx Total:			34.66
FLIC8060 - FLICS c/o FilmLA			
319621	09/04/2024		
Inv 14114			
Line Item Date	Line Item Description		
08/13/2024	FLICS Membership Dues 2024/2025		300.00
Inv 14114 Total			300.00
319621 Total:			300.00
FLIC8060 - FLICS c/o FilmLA Total:			300.00

GLB4010 - Ganahl Lumber Company

319622 09/04/2024

Inv 142003333

Line Item Date	Line Item Description	
06/13/2024	Street Division sidewalk and repair supplies	349.66

Inv 142003333 Total 349.66

Inv 142003338

Line Item Date	Line Item Description	
06/17/2024	Concrete for street division	1,306.89

Inv 142003338 Total 1,306.89

Inv CM142007795

Line Item Date	Line Item Description	
06/26/2024	Credit Memo	-633.17

Inv CM142007795 Total -633.17

319622 Total: 1,023.38

GLB4010 - Ganahl Lumber Company Total: 1,023.38

EGGO4011 - Giron-Garrido, Elias

319623 09/04/2024

Inv 08/10/2024

Line Item Date	Line Item Description	
08/14/2024	Driver Training PSP Reimbursement for Officer Giron 08/10/24	74.10

Inv 08/10/2024 Total 74.10

319623 Total: 74.10

EGGO4011 - Giron-Garrido, Elias Total: 74.10

NCGY7000 - Godoy, Nicholas

319624 09/04/2024

Inv 08/05/2024

Line Item Date	Line Item Description	
08/14/2024	Driver Training PSP Reimbursement For Officer Godoy 08/05/24	74.10

Inv 08/05/2024 Total 74.10

319624 Total: 74.10

NCGY7000 - Godoy, Nicholas Total: 74.10

GRED4011 - Gramajo, Ederson
319625 09/04/2024
Inv 08/05/2024

Line Item Date	Line Item Description	
08/14/2024	Driver Training PSP Reimbursement for Officer Gramajo 08/05/24	74.10

Inv 08/05/2024 Total 74.10

319625 Total: 74.10

GRED4011 - Gramajo, Ederson Total: 74.10

GRAN2032 - Granicus, LLC
0 09/04/2024
Inv 187754

Line Item Date	Line Item Description	
07/26/2024	OpenCities Intranet License (With Design) Design Package	8,823.75

Inv 187754 Total 8,823.75

0 Total: 8,823.75

GRAN2032 - Granicus, LLC Total: 8,823.75

CRSGRUND - Gruenewald, Christopher
319626 09/04/2024
Inv 07/23/2024

Line Item Date	Line Item Description	
08/14/2024	Suicide by cop training reimbursement for officer 07/23/24	69.59

Inv 07/23/2024 Total 69.59

319626 Total: 69.59

CRSGRUND - Gruenewald, Christopher Total: 69.59

ISGU4011 - Gutierrez, Issac
319627 09/04/2024
Inv 941334420070

Line Item Date	Line Item Description	
08/18/2024	Reimbursement for "Coffee with a Cop" event expenses.	22.06

Inv 941334420070 Total 22.06

319627 Total: 22.06

ISGU4011 - Gutierrez, Issac Total: 22.06

RIHZ6601 - Hernandez, Ricardo

319628 09/04/2024

Inv 07/13/2024

Line Item Date	Line Item Description	
07/13/2024	Mileage reimbursement, 7/13/2024	11.12

Inv 07/13/2024 Total 11.12

Inv 07/14/2024

Line Item Date	Line Item Description	
07/14/2024	Mileage reimbursement, 7/14/2024 @ 8:30 AM	11.12

Inv 07/14/2024 Total 11.12

Inv 07/14/2024 (2)

Line Item Date	Line Item Description	
07/14/2024	Mileage reimbursement, 7/14/2024 @ 1:17PM	11.12

Inv 07/14/2024 (2) Total 11.12

319628 Total: 33.36

RIHZ6601 - Hernandez, Ricardo Total: 33.36

ADHA6116 - Herrera, Adam

319629 09/04/2024

Inv 06/14/2024

Line Item Date	Line Item Description	
06/14/2024	Mileage reimbursement, 06/14/2024	38.06

Inv 06/14/2024 Total 38.06

Inv 07/17/2024

Line Item Date	Line Item Description	
07/17/2024	Mileage reimbursement, 07/17/2024	38.06

Inv 07/17/2024 Total 38.06

319629 Total: 76.12

ADHA6116 - Herrera, Adam Total: 76.12

CDPS1020 - ICC General Code

Check Number	Check Date		Amount
319630	09/04/2024		
Inv	GCI0014759		
Line Item Date		Line Item Description	
07/10/2024		Municipal Code - Web Update	214.50
Inv GCI0014759 Total			214.50
319630 Total:			214.50
CDPS1020 - ICC General Code Total:			214.50
ITCR2501 - Intercare Holdings Insurance Services			
0	09/04/2024		
Inv	76-011559		
Line Item Date		Line Item Description	
06/30/2024		Indemnity Annual Per Claim Fees - June 2024	191.33
Inv 76-011559 Total			191.33
0 Total:			191.33
ITCR2501 - Intercare Holdings Insurance Services Total:			191.33
JSAR4011 - Jack's Auto Repair			
319631	09/04/2024		
Inv	19457		
Line Item Date		Line Item Description	
08/09/2024		Routing 45 day inspection & Maintenance of Dial-a-Ride vehicles.	434.19
Inv 19457 Total			434.19
Inv	19458		
Line Item Date		Line Item Description	
08/09/2024		Routing 45 day inspection & Maintenance of Dial-a-Ride vehicles.	66.00
Inv 19458 Total			66.00
319631 Total:			500.19
JSAR4011 - Jack's Auto Repair Total:			500.19
LACP4011 - LACPCA			
319632	09/04/2024		
Inv	0005		
Line Item Date		Line Item Description	
08/14/2024		Adv K9 Seminar for K9 Officer Zamora	400.00
Inv 0005 Total			400.00

319632 Total:		400.00
LACP4011 - LACPCA Total:		400.00

LEOWEB - Leo Web Protect Inc.

319633 09/04/2024

Inv 80560980809

Line Item Date	Line Item Description	
08/03/2024	Web privacy services for FY 24-25	166.66
Inv 80560980809 Total		166.66
319633 Total:		166.66
LEOWEB - Leo Web Protect Inc. Total:		166.66

MLIL4011 - Lillienfeld, Mark

319634 09/04/2024

Inv 08/20-08/23/24

Line Item Date	Line Item Description	
08/14/2024	CA Homicide Association Conference and Annual Membership	555.00
Inv 08/20-08/23/24 Total		555.00
319634 Total:		555.00
MLIL4011 - Lillienfeld, Mark Total:		555.00

LBBM4010 - Long Beach BMW Motorcycles

319635 09/04/2024

Inv 50430

Line Item Date	Line Item Description	
08/09/2024	Long Beach Motorcycles - FY 2024-25	1,228.96
Inv 50430 Total		1,228.96
319635 Total:		1,228.96
LBBM4010 - Long Beach BMW Motorcycles Total:		1,228.96

KVMC6710 - Machado, Kelvin

319636 09/04/2024

Inv 08/03/2024

Line Item Date	Line Item Description	
08/03/2024	Mileage reimbursement, 08/03/2024	22.38

Inv 08/03/2024 Total		22.38
Inv 08/04/2024		
Line Item Date	Line Item Description	
08/04/2024	Mileage reimbursement, 08/04/2024	22.38
Inv 08/04/2024 Total		22.38
319636 Total:		44.76
KVMC6710 - Machado, Kelvin Total:		44.76

MSG6711 - Main San Gabriel Basin Watermaster

0 09/04/2024

Inv 23-24Assessment

Line Item Date	Line Item Description	
08/15/2024	FY 2023-24 Watermaster Porduction Assessment	598,003.14
Inv 23-24Assessment Total		598,003.14
0 Total:		598,003.14
MSG6711 - Main San Gabriel Basin Watermaster Total:		598,003.14

MAT5563 - Matt Chlor, Inc.

0 09/04/2024

Inv 30139

Line Item Date	Line Item Description	
07/18/2024	Chlorine for Wilson Reservior	715.75
Inv 30139 Total		715.75
0 Total:		715.75
MAT5563 - Matt Chlor, Inc. Total:		715.75

ALME8011 - Mendoza, Alexis

319637 09/04/2024

Inv 07/01/2024

Line Item Date	Line Item Description	
08/27/2024	Travel & Conference Reimb. for June 2024 ALA Meeting.	869.98
Inv 07/01/2024 Total		869.98
319637 Total:		869.98

ALME8011 - Mendoza, Alexis Total: 869.98

MERPDRTS - Meridian Rapid Defense Group Rentals LLC

319638 09/04/2024

Inv INV-R-5392

Line Item Date	Line Item Description	
08/13/2024	Archer Barrier 1200 Daily Rental of 4th of July Event.	14,553.00

Inv INV-R-5392 Total 14,553.00

319638 Total: 14,553.00

MERPDRTS - Meridian Rapid Defense Group Rentals LLC Total: 14,553.00

MREG1400 - Merrimac Petroleum, Inc.

319639 09/04/2024

Inv 2233286

Line Item Date	Line Item Description	
06/18/2024	Unleaded Fuel for PW Service Yard-June 2024	222.88
06/18/2024	Unleaded Fuel for PW Service Yard-June 2024	980.66
06/18/2024	Unleaded Fuel for PW Service Yard-June 2024	1,783.03
06/18/2024	Unleaded Fuel for PW Service Yard-June 2024	490.33
06/18/2024	Unleaded Fuel for PW Service Yard-June 2024	980.66

Inv 2233286 Total 4,457.56

Inv 2233287

Line Item Date	Line Item Description	
06/18/2024	Diesel Fuel for PW Service Yard-June 2024	1,859.26
06/18/2024	Diesel Fuel for PW Service Yard-June 2024	1,313.11
06/18/2024	Diesel Fuel for PW Service Yard-June 2024	579.37

Inv 2233287 Total 3,751.74

319639 Total: 8,209.30

MREG1400 - Merrimac Petroleum, Inc. Total: 8,209.30

MERPLMBN - Merry Plumbing Co., Inc.

319640 09/04/2024

Inv 47989050724

Line Item Date	Line Item Description	
05/31/2024	Emergency replacement of toilets due to vandalism	13,161.95

Inv 47989050724 Total 13,161.95

319640 Total: 13,161.95

MERPLMBN - Merry Plumbing Co., Inc. Total: 13,161.95

MINA5010 - Minagar & Associates Inc.

319641 09/04/2024

Inv 941

Line Item Date	Line Item Description	
06/21/2024	Traffic / Transportation Engineering Services	3,000.00

Inv 941 Total 3,000.00

319641 Total: 3,000.00

MINA5010 - Minagar & Associates Inc. Total: 3,000.00

MPLC8021 - Motion Picture Licensing Corp.

319642 09/04/2024

Inv 504443303

Line Item Date	Line Item Description	
08/13/2024	Annual motion picture licensing for Orange Grove Recreation	804.14

Inv 504443303 Total 804.14

319642 Total: 804.14

MPLC8021 - Motion Picture Licensing Corp. Total: 804.14

HIRNADA - Nada Bus, Inc.

319643 09/04/2024

Inv 52111

Line Item Date	Line Item Description	
08/14/2024	Charter Bus Services: Summer Camp Med Excursions	2,300.00

Inv 52111 Total 2,300.00

Inv 52126

Line Item Date	Line Item Description	
08/14/2024	Charter Bus Services: Summer Camp Med Excursions	2,300.00

Inv 52126 Total 2,300.00

Inv 52141

Line Item Date	Line Item Description	
08/14/2024	Charter Bus Services: Summer Camp Med Excursions	2,300.00

Inv 52141 Total 2,300.00

319643 Total: 6,900.00

HIRNADA - Nada Bus, Inc. Total: 6,900.00

OCL8011 - OCLC Inc.

0 09/04/2024

Inv 1000382780

Line Item Date	Line Item Description	
08/15/2024	Subscription Renewal for Cataloging & Metadata: 7/1/24-06/30/25	24,100.57

Inv 1000382780 Total 24,100.57

Inv 1000392297

Line Item Date	Line Item Description	
07/03/2024	Subscription Renewal for Cataloging & Metadata: 7/1/24-06/30/25	379.72

Inv 1000392297 Total 379.72

0 Total: 24,480.29

OCL8011 - OCLC Inc. Total: 24,480.29

OLNP8010 - Outlook Newspapers Group

319644 09/04/2024

Inv 80859

Line Item Date	Line Item Description	
06/15/2024	Public Notices	7,152.00

Inv 80859 Total 7,152.00

319644 Total: 7,152.00

OLNP8010 - Outlook Newspapers Group Total: 7,152.00

PHS4011 - Pasadena Humane Society

319645 09/04/2024

Inv AUG2024SoPas

Line Item Date	Line Item Description	
08/05/2024	Animal Care & Control Services - August 2024	15,337.33

Inv AUG2024SoPas Total 15,337.33

319645 Total: 15,337.33

PHS4011 - Pasadena Humane Society Total: 15,337.33

PSLSV802 - Pasadena Live Scan Service

319646 09/04/2024

Inv 205

Line Item Date	Line Item Description	
06/30/2024	Pre-Employment Live Scan Services - June 2024	288.00

Inv 205 Total 288.00

319646 Total: 288.00

PSLSV802 - Pasadena Live Scan Service Total: 288.00

SCRBHLDG - Permitium LLC

319647 09/04/2024

Inv PER00034945

Line Item Date	Line Item Description	
07/31/2024	CCW Fee Processing - July 2024	225.00

Inv PER00034945 Total 225.00

319647 Total: 225.00

SCRBHLDG - Permitium LLC Total: 225.00

CGPH4011 - Phillips, Craig

319648 09/04/2024

Inv 07/23/2024

Line Item Date	Line Item Description	
08/14/2024	Suicide By Cop Training Reimbursement for Sgt Phillips 07/23/24	68.35

Inv 07/23/2024 Total 68.35

319648 Total: 68.35

CGPH4011 - Phillips, Craig Total: 68.35

POS5265 - Post Alarm Systems

0 09/04/2024

Inv 1700369

Line Item Date	Line Item Description	
08/14/2024	Fire monitoring ar WMB and Orange Grove Building	59.76
08/14/2024	Fire monitoring ar WMB and Orange Grove Building	59.76

Inv 1700369 Total 119.52

Inv 1718297

Line Item Date	Line Item Description	
08/14/2024	Fire monitoring ar WMB and Orange Grove Building	59.76
08/14/2024	Fire monitoring ar WMB and Orange Grove Building	59.76

Inv 1718297 Total 119.52

0 Total: 239.04

POS5265 - Post Alarm Systems Total: 239.04

PSPCINC - Public Sector Personnel Consultants, Inc.
319649 09/04/2024
Inv 3698

Line Item Date	Line Item Description	
07/22/2024	Class & Compensation Study - Phase II	30,000.00

Inv 3698 Total 30,000.00

319649 Total: 30,000.00

PSPCINC - Public Sector Personnel Consultants, Inc. Total: 30,000.00

QLET8032 - Quality Entertainment
319650 09/04/2024
Inv 12/14/24

Line Item Date	Line Item Description	
08/13/2024	Santa Clause retainer for the annual Breakfest with Santa Events	250.00

Inv 12/14/24 Total 250.00

319650 Total: 250.00

QLET8032 - Quality Entertainment Total: 250.00

OLJURD80 - Radbill, Olivia Juliet
319651 09/04/2024
Inv 7/1/2024

Line Item Date	Line Item Description	
08/27/2024	Travel & Conference Reimb. for June 2024 ALA Meeting,	930.38

Inv 7/1/2024 Total 930.38

319651 Total: 930.38

OLJURD80 - Radbill, Olivia Juliet Total: 930.38

KRAM8031 - Ramos, Karla
319652 09/04/2024
Inv 76002310

Line Item Date	Line Item Description

Check Number	Check Date		Amount
08/14/2024		Refund of security deposit paid for the reservation of S.C.	294.00
Inv 76002310 Total			294.00
319652 Total:			294.00
KRAM8031 - Ramos, Karla Total:			294.00
SREE8031 - Reed, Somer			
319653	09/04/2024		
Inv	76001428		
Line Item Date		Line Item Description	
08/14/2024		Refund of Sercurity deposit paid for the reservaiton of WMB.	590.00
Inv 76001428 Total			590.00
319653 Total:			590.00
SREE8031 - Reed, Somer Total:			590.00
RHCC7101 - Rio Hondo College			
319654	09/04/2024		
Inv	X24-112-ZSPS		
Line Item Date		Line Item Description	
08/14/2024		Physical Agility Test For 3 Police Officer Applicants	75.00
Inv X24-112-ZSPS Total			75.00
319654 Total:			75.00
RHCC7101 - Rio Hondo College Total:			75.00
ACTM3010 - Robert Half International, Inc.			
0	09/04/2024		
Inv	0227207C		
Line Item Date		Line Item Description	
07/11/2024		Professional Services - Temporary Staffing - June 2024	3,300.40
Inv 0227207C Total			3,300.40
0 Total:			3,300.40
ACTM3010 - Robert Half International, Inc. Total:			3,300.40
JERO8011 - Rodriguez, Jennifer			
319655	09/04/2024		

Check Number	Check Date		Amount
Inv	07/01/2024		
Line Item Date		Line Item Description	
08/27/2024		Travel & Conference Reimb. for June 2024 ALA Meeting.	325.58
Inv 07/01/2024 Total			325.58
319655 Total:			325.58
JERO8011 - Rodriguez, Jennifer Total:			325.58
SAN7775 - San Bernardino Sheriff's Dept			
319656	09/04/2024		
Inv	EVOC-24-08-006		
Line Item Date		Line Item Description	
08/14/2024		Mandatory Driver Training PSP Training For 5 Officers	500.00
Inv EVOC-24-08-006 Total			500.00
319656 Total:			500.00
SAN7775 - San Bernardino Sheriff's Dept Total:			500.00
SAN4961 - San Gabriel Valley Council of Governments			
319657	09/04/2024		
Inv	SGV-ULAR-24-R16		
Line Item Date		Line Item Description	
08/12/2024		Reimb. for billing- CIPM & WMP FY18-23 ULAR MOA	9,126.20
Inv SGV-ULAR-24-R16 Total			9,126.20
319657 Total:			9,126.20
SAN4961 - San Gabriel Valley Council of Governments Total:			9,126.20
SGVMC111 - San Gabriel Valley Medical Center			
319658	09/04/2024		
Inv	926430		
Line Item Date		Line Item Description	
08/08/2024		Blood alcohol withdrawals FY 24-25	48.00
Inv 926430 Total			48.00
Inv	926496		
Line Item Date		Line Item Description	
08/09/2024		Blood alcohol withdrawals FY 24-25	48.00
Inv 926496 Total			48.00

Inv 926497

Line Item Date	Line Item Description	
08/13/2024	Blood alcohol withdrawals FY 24-25	48.00

Inv 926497 Total 48.00

319658 Total: 144.00

SGVMC111 - San Gabriel Valley Medical Center Total: 144.00

SAN4958 - San Marino Security System

319659 09/04/2024

Inv 50320

Line Item Date	Line Item Description	
07/01/2024	Water Division Tank Water level monitoring services	1,404.00

Inv 50320 Total 1,404.00

319659 Total: 1,404.00

SAN4958 - San Marino Security System Total: 1,404.00

SAXE2013 - Saxe-Clifford PH.D, Susan

319660 09/04/2024

Inv 24-0812-6

Line Item Date	Line Item Description	
08/15/2024	Psychological Evaluation for Police Assist. Applicant Kim	450.00

Inv 24-0812-6 Total 450.00

319660 Total: 450.00

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

THES8267 - Siegel, Theodore

319661 09/04/2024

Inv 9112024

Line Item Date	Line Item Description	
08/06/2024	Presentation & screening for September 2024	150.00

Inv 9112024 Total 150.00

319661 Total: 150.00

THES8267 - Siegel, Theodore Total: 150.00

SOGA6501 - SoCalGAS

319662 09/04/2024

Inv 7/1/24-8/1/24

Line Item Date	Line Item Description	
08/06/2024	CNG - Account 196-493-8529 1	2.63
08/06/2024	CNG - Account 196-493-8529 1	2.65
08/06/2024	CNG - Account 196-493-8529 1	2.64
08/06/2024	CNG - Account 196-493-8529 1	2.63
08/06/2024	CNG - Account 196-493-8529 1	2.64

Inv 7/1/24-8/1/24 Total 13.19

319662 Total: 13.19

SOGA6501 - SoCalGAS Total: 13.19

SPEC5011 - Spectrum Gas Products

319663 09/04/2024

Inv 00624976

Line Item Date	Line Item Description	
08/08/2024	Annual PO for Medical Grade Oxygen Supplies for Fire.	149.57

Inv 00624976 Total 149.57

319663 Total: 149.57

SPEC5011 - Spectrum Gas Products Total: 149.57

MON3111 - Stantec Consulting Svcs Inc.

319664 09/04/2024

Inv 2113613

Line Item Date	Line Item Description	
08/03/2024	Safe Clean Water Program - Arroyo Seco Projects	12,240.00

Inv 2113613 Total 12,240.00

Inv 2220189

Line Item Date	Line Item Description	
04/15/2024	Safe Clean Water Program - Arroyo Seco Projects	2,991.00

Inv 2220189 Total 2,991.00

319664 Total: 15,231.00

MON3111 - Stantec Consulting Svcs Inc. Total: 15,231.00

STA5219 - Staples Business Advantage

Check Number	Check Date	Amount
0	09/04/2024	

Inv 6007315761

Line Item Date	Line Item Description	
07/24/2024	Community Development Office Supplies	133.53

Inv 6007315761 Total 133.53

Inv 6007315762

Line Item Date	Line Item Description	
07/24/2024	Coffee for Yard Break Room	14.64
07/24/2024	Coffee for Yard Break Room	14.64
07/24/2024	Coffee for Yard Break Room	14.64
07/24/2024	Coffee for Yard Break Room	14.64

Inv 6007315762 Total 58.56

Inv 6007379869

Line Item Date	Line Item Description	
07/25/2024	pencils	48.41

Inv 6007379869 Total 48.41

Inv 6007684672

Line Item Date	Line Item Description	
07/26/2024	coin envelopes	23.12

Inv 6007684672 Total 23.12

Inv 6007982008

Line Item Date	Line Item Description	
08/13/2024	Brooms for DAR vehicles	91.39

Inv 6007982008 Total 91.39

Inv 6007982009

Line Item Date	Line Item Description	
07/31/2024	CREDIT	-29.57

Inv 6007982009 Total -29.57

Inv 6007982010

Line Item Date	Line Item Description	
07/31/2024	Office Supplies for City Manager's Office	190.89

Inv 6007982010 Total 190.89

Inv 6007982011

Line Item Date	Line Item Description	
07/31/2024	Office Supplies for Department	131.32

Inv 6007982011 Total 131.32

Inv 6008375177

Line Item Date	Line Item Description	
08/01/2024	Community Development Office Supplies	346.01

Inv 6008375177 Total 346.01

Inv 6008375178

Line Item Date	Line Item Description	
08/01/2024	Office Supplies for Department	22.92

Inv 6008375178 Total 22.92

Inv 6008755269

Line Item Date	Line Item Description	
08/05/2024	Coffee, post-its, key tags, batteries, paper, dish soap	184.22

Inv 6008755269 Total 184.22

Inv 6008809597

Line Item Date	Line Item Description	
08/07/2024	Fire - Office Supplies	29.97

Inv 6008809597 Total 29.97

Inv 6008809598

Line Item Date	Line Item Description	
08/07/2024	door chime	31.41

Inv 6008809598 Total 31.41

Inv 6008809599

Line Item Date	Line Item Description	
08/07/2024	PD Office Supplies	300.05

Inv 6008809599 Total 300.05

Inv 6008809601

Line Item Date	Line Item Description	
08/07/2024	staples	8.45

Inv 6008809601 Total 8.45

Inv 6008928245

Line Item Date	Line Item Description	
08/09/2024	Index card storage box, pens, cardstock, card guides	46.38

Inv 6008928245 Total 46.38

Inv 6008982246

Line Item Date	Line Item Description	
08/14/2024	Office Supplies for the recreation department	60.04

Inv 6008982246 Total 60.04

Inv 6008995360

Line Item Date	Line Item Description	
08/14/2024	Office Supplies for the recreation department	99.75

Inv 6008995360 Total 99.75

Inv 6008995361

Line Item Date	Line Item Description	
08/14/2024	Office Supplies for the recreation department	51.22

Inv 6008995361 Total 51.22

Inv 6009739096

Line Item Date	Line Item Description	
08/22/2024	PD Office Supplies	10.59

Inv 6009739096 Total 10.59

0 Total: 1,838.66

STA5219 - Staples Business Advantage Total: 1,838.66

TRSL5011 - Target Solutions Learning, LLC

319665 09/04/2024

Inv #INV101700

Line Item Date	Line Item Description	
09/01/2024	Premier Membership	1,923.24

Inv #INV101700 Total 1,923.24

319665 Total: 1,923.24

TRSL5011 - Target Solutions Learning, LLC Total: 1,923.24

PTSP2011 - The Print Spot

319666 09/04/2024

Inv 8229

Line Item Date	Line Item Description	
08/08/2024	Senior Center newsletter printing & mailing	1,275.00
08/08/2024	Senior Center newsletter printing & mailing	793.72

Inv 8229 Total 2,068.72

319666 Total: 2,068.72

PTSP2011 - The Print Spot Total: 2,068.72

AMTIR4 - The Reinalt-Thomas Corporation DBA

319667 09/04/2024

Inv 2085791

Line Item Date	Line Item Description	
08/20/2024	PD Tire Replacement FY24-25	378.00

Inv 2085791 Total 378.00

319667 Total: 378.00

AMTIR4 - The Reinalt-Thomas Corporation DBA Total: 378.00

TMOB4010 - T-Mobile

319668 09/04/2024

Inv 988212311

Line Item Date	Line Item Description	
07/21/2024	AN 988212311 Serv 6/21 - 7/20/24	181.78

Inv 988212311 Total 181.78

319668 Total: 181.78

TMOB4010 - T-Mobile Total: 181.78

TRLOGCP6 - Traffic Logix Corporation

319669 09/04/2024

Inv SIN25359

Line Item Date	Line Item Description	
05/31/2024	Purchase (4) radar speed feed back signs	18,200.08

Inv SIN25359 Total 18,200.08

319669 Total: 18,200.08

TRLOGCP6 - Traffic Logix Corporation Total: 18,200.08

TRA5998 - Transtech Engineers, Inc.

319670 09/04/2024

Inv 20244503

Line Item Date	Line Item Description	
07/31/2024	Transtech - Building and safety staff services - July 2024.	31,247.00

Inv 20244503 Total 31,247.00

319670 Total: 31,247.00

TRA5998 - Transtech Engineers, Inc. Total: 31,247.00

ULIN8021 - Uline, Inc.

0 09/04/2024

Inv 181360828

Line Item Date	Line Item Description	
08/14/2024	Dial-A-Ride Supplies: Anti-Slip Tape for Vehicles	61.91

Inv 181360828 Total 61.91

0 Total: 61.91

ULIN8021 - Uline, Inc. Total: 61.91

UND6710 - Underground Service Alert/SC

319671 09/04/2024

Inv 24-250400

Line Item Date	Line Item Description	
08/01/2024	Underground Service Alert Fee	55.40

Inv 24-250400 Total 55.40

Inv 720240706

Line Item Date	Line Item Description	
08/01/2024	Underground Service Alert Fee	109.90

Inv 720240706 Total 109.90

319671 Total: 165.30

UND6710 - Underground Service Alert/SC Total: 165.30

UQMS8010 - Unique Management Services, Inc.

0 09/04/2024

Inv 6128899

Line Item Date	Line Item Description	
08/01/2024	FY 2024-2025 Agency Recovery Services.	244.65

Inv 6128899 Total 244.65

0 Total: 244.65

UQMS8010 - Unique Management Services, Inc. Total: 244.65

Check Number	Check Date	Amount
POR4707 - United Site Services, Inc.		
319672	09/04/2024	
Inv INV-4627887		
Line Item Date	Line Item Description	
08/14/2024	Monthly billing for Skate Park Portable toilet &hand washing	347.24
Inv INV-4627887 Total		347.24
319672 Total:		347.24
POR4707 - United Site Services, Inc. Total:		347.24
UPP7789 - Upper San Gabriel Valley MWD		
319673	09/04/2024	
Inv 2024Q3		
Line Item Date	Line Item Description	
07/31/2024	Water Capacity Charge 3rd Quarter, 2024 for MWD	3,640.00
Inv 2024Q3 Total		3,640.00
319673 Total:		3,640.00
UPP7789 - Upper San Gabriel Valley MWD Total:		3,640.00
MZVZT - Van Zandt, Maizon		
319674	09/04/2024	
Inv 07/10/2024		
Line Item Date	Line Item Description	
07/10/2024	Mileage reimbursement, 7/10/24	5.49
Inv 07/10/2024 Total		5.49
319674 Total:		5.49
MZVZT - Van Zandt, Maizon Total:		5.49
VTMS4011 - Vital Medical Services, LLC		
319675	09/04/2024	
Inv 4471		
Line Item Date	Line Item Description	
07/31/2024	On-site blood withdrawal FY24-25.	1,344.00
Inv 4471 Total		1,344.00
319675 Total:		1,344.00

VTMS4011 - Vital Medical Services, LLC Total: 1,344.00

VUL6601 - Vulcan Materials Company

0 09/04/2024

Inv 74087118

Line Item Date	Line Item Description	
08/07/2024	Sand to backfill water excavations	668.37

Inv 74087118 Total 668.37

Inv 74087119

Line Item Date	Line Item Description	
08/07/2024	Base to backfill water excavations	854.29

Inv 74087119 Total 854.29

0 Total: 1,522.66

VUL6601 - Vulcan Materials Company Total: 1,522.66

WBCP2011 - WBCP, Inc.

319676 09/04/2024

Inv 7123

Line Item Date	Line Item Description	
06/25/2024	Executive Recruitment Search Services for Fire Chief.	29,900.00

Inv 7123 Total 29,900.00

319676 Total: 29,900.00

WBCP2011 - WBCP, Inc. Total: 29,900.00

WES4152 - West Coast Arborists, Inc.

0 09/04/2024

Inv 217102

Line Item Date	Line Item Description	
07/15/2024	Citywide Urban Forestry Services-Removals 7/1-7/15	1,395.00

Inv 217102 Total 1,395.00

Inv 217103

Line Item Date	Line Item Description	
07/15/2024	Citywide Urban Forestry Services - Pruning Svc Request 7/1-7/15.	9,430.00

Inv 217103 Total 9,430.00

Inv 217103-A

Line Item Date	Line Item Description

07/15/2024	Citywide Urban Forestry Services-Pruning Svc Request 7/1-7/15	4,680.00
Inv 217103-A Total		4,680.00
Inv 217645		
Line Item Date	Line Item Description	
07/31/2024	Citywide Urban Forestry Services - Grid Pruning 7/16-7/31	27,450.00
Inv 217645 Total		27,450.00
Inv 217646		
Line Item Date	Line Item Description	
07/31/2024	Citywide Urban Forestry Services - Arborist Services 7/16-7/31	1,020.00
Inv 217646 Total		1,020.00
Inv 218200		
Line Item Date	Line Item Description	
08/15/2024	Citywide Urban Forestry Services -Tree Removals 8/1-8/15	2,775.00
Inv 218200 Total		2,775.00
0 Total:		46,750.00
WES4152 - West Coast Arborists, Inc. Total:		46,750.00
WES6711 - Western Water Works Supply Company		
319677	09/04/2024	
Inv 1257125-00		
Line Item Date	Line Item Description	
07/12/2024	Parts purchased to install New Paid Water Service @2054 Fremont	2,472.91
Inv 1257125-00 Total		2,472.91
319677 Total:		2,472.91
WES6711 - Western Water Works Supply Company Total:		2,472.91
WLHD8020 - Westlake Hardware		
0	09/04/2024	
Inv 14304815		
Line Item Date	Line Item Description	
06/11/2024	Park facilities - Eddie Park Bldg,	33.25
Inv 14304815 Total		33.25
Inv 14304822		
Line Item Date	Line Item Description	
06/13/2024	Disinfectant, roller, electrical tape for Sewer Division	167.60

Inv 14304822 Total 167.60

Inv 14304823

Line Item Date	Line Item Description	
06/13/2024	Propane for Sewer division	79.35

Inv 14304823 Total 79.35

Inv 14304826

Line Item Date	Line Item Description	
06/17/2024	New Hire Supplies	139.95

Inv 14304826 Total 139.95

Inv 14304828

Line Item Date	Line Item Description	
06/18/2024	Batteries for Facilities Division	132.23

Inv 14304828 Total 132.23

Inv 14304829

Line Item Date	Line Item Description	
06/18/2024	Facilities supplies, cable ties	30.61

Inv 14304829 Total 30.61

Inv 14304839

Line Item Date	Line Item Description	
06/21/2024	Garfield Lights	87.47

Inv 14304839 Total 87.47

Inv 14304847

Line Item Date	Line Item Description	
06/25/2024	Cement for Parks Division	36.98

Inv 14304847 Total 36.98

Inv 14304848

Line Item Date	Line Item Description	
06/25/2024	Street Tree Safety Equipment	48.48

Inv 14304848 Total 48.48

Inv 14304851

Line Item Date	Line Item Description	
06/25/2024	Facilities Supplies	8.37

Inv 14304851 Total 8.37

Inv 14304853

Line Item Date	Line Item Description	
06/26/2024	Duplicate keys (4) needed	80.42

Inv 14304853 Total 80.42

Inv 14304855

Line Item Date	Line Item Description	
06/26/2024	Material for Mission St Plugs and Lights	307.49

Inv 14304855 Total 307.49

Inv 14304861

Line Item Date	Line Item Description	
07/01/2024	Tree for Police Area	57.96

Inv 14304861 Total 57.96

Inv 14304865

Line Item Date	Line Item Description	
07/03/2024	Youth house @ Garfield for 4th of July	190.67

Inv 14304865 Total 190.67

Inv 14304866

Line Item Date	Line Item Description	
07/03/2024	July 4th Hoses for Dunk Tank and keys for Water lock	383.60

Inv 14304866 Total 383.60

0 Total: 1,784.43

WLHD8020 - Westlake Hardware Total: 1,784.43

WIL2010 - Willdan Engineering

319678 09/04/2024

Inv 00418675

Line Item Date	Line Item Description	
06/19/2023	Fair Oaks TS Project 110956.00 - Closing Out Process	563.75

Inv 00418675 Total 563.75

Inv 00418761

Line Item Date	Line Item Description	
07/28/2023	Fair Oaks TS Project 110956.00 - Closing Out Process	666.25

Inv 00418761 Total 666.25

Inv 00418895

Line Item Date	Line Item Description

	08/18/2023	Fair Oaks TS Project 110956.00 - Closing Out Process	563.75
	Inv 00418895 Total		563.75
Inv	00419041		
Line Item Date		Line Item Description	
	09/29/2023	Fair Oaks TS Project 110956.00 - Closing Out Process	205.00
	Inv 00419041 Total		205.00
Inv	00419311		
Line Item Date		Line Item Description	
	11/27/2023	Fair Oaks TS Project 110956.00 - Closing Out Process	1,486.25
	Inv 00419311 Total		1,486.25
Inv	00419429		
Line Item Date		Line Item Description	
	12/15/2023	Fair Oaks TS Project 110956.00 - Closing Out Process	461.25
	Inv 00419429 Total		461.25
Inv	00419550		
Line Item Date		Line Item Description	
	01/22/2024	Fair Oaks TS Project 110956.00 - Closing Out Process	102.50
	Inv 00419550 Total		102.50
Inv	00419677		
Line Item Date		Line Item Description	
	02/16/2024	Fair Oaks TS Project 110956.00 - Closing Out Process	563.75
	Inv 00419677 Total		563.75
Inv	00419791		
Line Item Date		Line Item Description	
	03/15/2024	Fair Oaks TS Project 110956.00 - Closing Out Process	820.00
	Inv 00419791 Total		820.00
Inv	00419917		
Line Item Date		Line Item Description	
	04/26/2024	Fair Oaks TS Project 110956.00 - Closing Out Process	10,391.56
	Inv 00419917 Total		10,391.56
Inv	00420161		
Line Item Date		Line Item Description	
	06/10/2024	Fair Oaks TS Project 110956.00 - Closing Out Process	34.50
	Inv 00420161 Total		34.50

Check Number	Check Date		Amount
319678 Total:			15,858.56
WIL2010 - Willdan Engineering Total:			15,858.56
WIT6353 - Wittman Enterprises LLC			
319679	09/04/2024		
Inv 2406059			
Line Item Date	Line Item Description		
07/22/2024	Paramedic Billing Services - FY 2023-24		11,339.96
Inv 2406059 Total			11,339.96
319679 Total:			11,339.96
WIT6353 - Wittman Enterprises LLC Total:			11,339.96
GRA1244 - Woods Maintenance Services, Inc.			
319680	09/04/2024		
Inv SPAS0624			
Line Item Date	Line Item Description		
07/01/2024	Citywide Graffiti Removal Services-June 2024		1,653.00
Inv SPAS0624 Total			1,653.00
319680 Total:			1,653.00
GRA1244 - Woods Maintenance Services, Inc. Total:			1,653.00
YTI1023 - Y Tire Performance LLC			
319681	09/04/2024		
Inv 38091			
Line Item Date	Line Item Description		
08/08/2024	Tire Replacements for Vin # 79223		663.11
Inv 38091 Total			663.11
319681 Total:			663.11
YTI1023 - Y Tire Performance LLC Total:			663.11
Total:			1,035,581.00

Payroll

Payroll Summary Report

Payroll Date:	**8/16/2024**	**Regular**		
Checks			$	2,871.84
Direct Deposits			$	563,743.61
IRS Payments			$	108,671.82
EDD - State of CA			$	31,845.53
PERS Pension			$	135,221.95
Deferred Comp			$	35,142.78
PERS Health			$	-
			Subtotal:	**$ 877,497.53**
			Grand Total:	**$ 877,497.53**

City Council Agenda Report

ITEM NO. 7

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

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

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

Recommendation

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

Executive Summary

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

Background

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

Fiscal Impact

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

Key Performance Indicators and Strategic Plan

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

Attachment:
Attachment No. 1 - July 26, 2024 - Adjourned Regular City Council Meeting Minutes
Attachment No. 2 - July 31, 2024 - Special City Council Meeting Minutes
Attachment No. 3 - August 21, 2024 - Regular City Council Meeting Minutes

CITY OF SOUTH PASADENA
CITY COUNCIL – AJOURNED REGULAR MEETING

M I N U T E S
FRIDAY, JULY 26, 2024, AT 1:00 P.M.

CALL TO ORDER:

The Adjourned Regular Meeting of the South Pasadena City Council was called to order by Mayor Zneimer on Friday, July 26, 2024, at 1:04 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.	

Phillip Tran, Management Analyst announced a quorum.

CITY STAFF PRESENT:

Sheila Pautsch, Acting City Manager; Roxanne Diaz, City Attorney; Phillip Tran, Management Analyst were present at Roll Call. Other staff members presented reports or responded to questions as indicated in the minutes.

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Zneimer.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

None.

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL (NON AGENDA ITEMS)

In Person Public Comment
Josh Betta spoke regarding the General Ledger.

CHANGES TO AGENDA

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

None.

ACTION/DISCUSSION

4. CONSIDERATION OF A RESOLUTION AMENDING THE SALARY SCHEDULE REGARDING THE POSITION OF CITY MANAGER

Recommendation
It is recommended that the City Council adopt the Resolution amending the salary schedule regarding the position of City Manager.

City Attorney Roxanne Diaz gave a presentation and responded to questions from the City Council.

In-Person Public Comment

Josh Betta spoke regarding the item.

Yvonne LaRose spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to approve Item No. 4, 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. 7868 was adopted.

5. CONSIDERATION OF A RESOLUTION APPOINTING DONALD E. PENMAN TO SERVE AS INTERIM CITY MANAGER PURSUANT TO GOVERNMENT CODE SECTION 7522.56 AND GOVERNMENT CODE SECTION 21221 (H) AND APPROVING THE RETIRED ANNUITANT EMPLOYMENT AGREEMENT

Recommendation
It is recommended that the City Council adopts the Resolution appointing Donald E. Penman as the Interim City Manager pursuant to Government Code Sections 7522.56 and 21221 (h) and approve the Retired Annuitant Employment Agreement with Mr. Penman.

City Attorney Roxanne Diaz gave a presentation and responded to questions from the City Council.

In-Person Public Comment

Josh Betta spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti and seconded by Mayor Pro Tem Donovan to adopt the Resolution appointing Donald E. Penman as the Interim City Manager pursuant to Government Code Sections 7522.56 and 21221 (h) and approve the Retired Annuitant Employment Agreement with Mr. Penman. The motion carried 5-0, by the following vote:

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

Resolution No. 7867 was adopted.

DRAFT

PUBLIC COMMENT - CONTINUED

6. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

7. COUNCILMEMBER COMMUNICATIONS

A motion was made by Councilmember Cacciotti and seconded by Councilmember Primuth to add an item to the August 21, 2024 City Council meeting agenda for a letter of support for a Policy Resolution proposed by the City of Glendora at the CalCities Annual Conference.

A motion was made by Councilmember Cacciotti to add an item to the August 21, 2024 City Council meeting agenda for a rent freeze/moratorium. The motion failed for lack of a second.

City Attorney Roxanne Diaz stated that a Rent Stabilization item selecting a consultant will be on the agenda on August 21, 2024.

8. CITY MANAGER COMMUNICATIONS

Acting City Manager Sheila Pautsch thanked the City Council for the opportunity to serve as the Acting City Manager on behalf of herself and Co-Acting City Manager Brian Solinsky.

The City Council requested that they each meet with the new Interim City Manager.

Mayor Zneimer gave a reminder to the City and City Council to attend the July 29, 2024 Electrification Press Release.

City Attorney Roxanne Diaz announced that there will be a Special City Council Meeting on July 31, 2024 at 5:30 P.M. to review the Resolution with respect to the ballot measure on the height issue.

ADJOURNMENT

There being no further matters, Mayor Zneimer adjourned the meeting of the City Council at 1:36 P.M., to the Special City Council meeting scheduled on Wednesday, July 31, 2024.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED

_____
Evelyn G. Zneimer
Mayor

Attest:

_____
Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT

CITY OF SOUTH PASADENA
CITY COUNCIL - SPECIAL MEETING

M I N U T E S
WEDNESDAY, JULY 31, 2024, AT 6:00 P.M.

CALL TO ORDER:

The Special Meeting of the South Pasadena City Council was called to order by Mayor Zneimer on Wednesday, July 31, 2024, at 6:12 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

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

Mark Perez, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

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

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Mayor Pro Tem Donovan.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. <u>CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION</u>
Government Code Section 54956.9(d)(1)
1. Christopher J. Mandala v. City of South Pasadena, Workers Compensation Appeals Board Case No. ADJ18869604 (VNO)

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

PUBLIC COMMENT

2. PUBLIC COMMENT

None.

PRESENTATIONS

3. PRESENTATION BY LOS ANGELES COUNTY ASSESSOR'S OFFICE ON PROPERTY TAX UPDATE

Los Angeles County Assessor from the Los Angeles County Assessor's Office gave a presentation.

CONSENT CALENDAR

Mayor Zneimer pulled Item No. 5 for separate discussion. A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun to approve Item No. 4 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.

4. CONSIDERATION OF APPROVAL OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH RCS, LLC., FOR TEMPORARY STAFFING SERVICES, AT A COST OF $64,800, FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF $94,300

Recommendation

It is recommended that the City Council consider approval of the First Amendment to the Professional Services Agreement with RCS, LLC, in the amount of $64,800, for continued temporary staffing services, and for a new total not-to-exceed amount of $94,300.

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

5. CONSIDERATION OF THE APPROVAL OF AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TRIPEPI SMITH TO PREPARE ADDITIONAL INFORMATIONAL MATERIALS REGARDING THE UPCOMING NEIGHBORHOOD PRESERVATION AND LOCAL CONTROL BALLOT MEASURE FOR A TOTAL-NOT-TO-EXCEED AMOUNT OF $25,000

Recommendation

It is recommended that the City Council consider the approval of an amendment to the Professional Services Agreement with Tripepi Smith to prepare informational materials related to Housing Element Program 2.n. and the upcoming Neighborhood Preservation and Local Control ballot measure in the amount of $25,000, and for a new total not-to-exceed amount of $54,600.

Community Development Director Angelica Frausto-Lupo gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

Item No. 5 was pulled for separate discussion by Mayor Zneimer. A motion was made by Mayor Zneimer and seconded by Councilmember Primuth to approve Item No. 5, as presented with the condition that staff create an outreach plan for the community and be mindful of the expenditures for this agreement. The motion carried 5-0, by the following vote:

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

ACTION/DISCUSSION

6. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, ORDERING THAT A MEASURE BE SUBMITTED TO THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 RELATED TO BUILDING HEIGHTS IN ALL ZONING DISTRICTS OF THE CITY IN ORDER TO PROTECT THE CITY'S RESIDENTIAL

CHARACTER, PRESERVE LOCAL CONTROL AND INCREASE HOUSING OPPORTUNITIES, INCLUDING AFFORDABLE HOUSING FOR MIDDLE AND WORKING CLASS FAMILIES, INDIVIDUALS AND SENIORS AS NECESSARY TO IMPLEMENT THE 2021-2029 (6TH CYCLE) HOUSING ELEMENT; AND APPROVE AN APPROPRIATION IN THE AMOUNT OF $5,630

Recommendation
It is recommended that the City Council adopt the Resolution ordering that the measure be submitted to the voters of the City at the General Municipal Election to be held on November 5, 2024, related to building heights in all zoning districts to implement the 2021-2029 (6th Cycle) Housing Element.

Community Development Director Angelica Frausto-Lupo and City Attorney Roxanne Diaz gave a presentation and responded to questions from the City Council.

In-Person Public Comment
Anne Bagasao spoke regarding the item.

Dwight Bond spoke regarding the item.

Gary Coyne spoke regarding the item.

Jason Claypool commented in support of the item.

Zoom Public Comment
Gail Maltun spoke regarding the item.

The mayor reopened the Public Comment period.

In-Person Public Comment
Gary Coyne spoke regarding the item.

Zoom Public Comment
TD spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Braun and seconded by Councilmember Cacciotti to adopt the Resolution ordering that the measure be submitted to the voters of the City at the General Municipal Election to be held on November 5, 2024 and approve the appropriation in the amount $5,630 for the Election . The motion carried 5-0, by the following vote:

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

ABSENT: None.
ABSTAINED: None.

Resolution No. 7869 was adopted.

ADJOURNMENT
There being no further matters, Mayor Zneimer adjourned the meeting of the City Council at 8:13 P.M., to the next Regular City Council meeting scheduled on Wednesday, August 21, 2024.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED

_____
Evelyn G. Zneimer
Mayor

Attest:

_____
Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT

CITY OF SOUTH PASADENA
CITY COUNCIL - REGULAR MEETING

M I N U T E S
WEDNESDAY, AUGUST 21, 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, August 21, 2024, at 7:16 P.M. The City Council Chambers are located at 1424 Mission Street, South Pasadena, California 91030.

ROLL CALL:

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

Mark Perez, Deputy City Clerk announced a quorum.

CITY STAFF PRESENT:

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

PLEDGE OF ALLEGIANCE

The Flag Salute was led by Councilmember Braun.

CLOSED SESSION ANNOUNCEMENTS

1. CLOSED SESSION ANNOUNCEMENTS

A. PUBLIC EMPLOYMENT

Government Code Section 54957
Title: City Manager

B. 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
    s. 885 Oneonta Drive, APN 5310-022-902; 5310-022-903
    t. 773 Bonita Drive
    u. 1028 Magnolia Street

Agency Negotiator: Don Penman, Interim City Manager
Negotiating Party: State of California, Department of Transportation
Under Negotiation: Price and Terms of Payment

C. CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION-SIGNIFICANT EXPOSURE TO LITIGATION

Government Code Section 54956.9(d)(2)
Number of Potential Cases: 2

DRAFT

In-Person Public Comment
Mark Gallatin spoke regarding Item No. B.

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

PUBLIC COMMENT

2. PUBLIC COMMENT – GENERAL (NON AGENDA ITEMS)

In Person Public Comment
Josh Betta spoke regarding the State Auditors, the City Council and City Staff.

Jessica Alvarenga spoke regarding her new position as the representative of SoCal Gas assigned to the City.

Anne Bagasao spoke regarding her time living in the City of South Pasadena and Measure SP.

Yvonne LaRose spoke regarding the Fire and Police Departments.

Shlomo Nitzani spoke regarding Edison and the Clean Power Alliance.

Zoom Public Comment
Erika Rede spoke regarding Measure SP.

PRESENTATIONS

3. PRESENTATION ON CALIFORNIA SUSTAINABLE INSURANCE STRATEGY

Dystanie Flores, Outreach Analyst from the Community Relations and Outreach Branch of the California Department of Insurance gave a presentation. Julia Juarez, Deputy Commissioner responded to questions raised by the City Council.

4. STAFF INTRODUCTIONS

Police
Davit Ghazaryan, Management Analyst

Finance
William Castrillon, Budget and Purchasing Manager

Police Chief Brian Solinsky and Finance Director John Downs introduced the employees.

CHANGES TO AGENDA

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

None.

CONSENT CALENDAR

Councilmember Cacciotti pulled Item No. 6 for separate discussion. Mayor Zneimer pulled Item Nos. 8 and 10 for separate discussion. Item No. 9 was pulled for separate discussion via public comment. A motion was made by Councilmember Braun and seconded by Councilmember Cacciotti to approve Item Nos. 7, 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.

6. CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF $964,916.90; GENERAL CITY WARRANTS IN THE AMOUNT OF $1,358,214.55; TRANSFERS IN THE AMOUNT OF $4,000,000.00; ONLINE PAYMENTS IN THE AMOUNT OF $251,282.38; VOIDS IN THE AMOUNT OF ($3,633.59); PAYROLL IN THE AMOUNT OF $1,761,790.97

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

Staff responded to questions raised by the City Council.

COUNCIL MOTION AND ACTION

Item No. 6 was pulled for separate discussion by Councilmember Cacciotti. A motion was made by Councilmember Cacciotti and seconded by Councilmember Braun 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 APPROVAL OF THE SPECIAL CITY COUNCIL MEETING MINUTES FOR JUNE 18, 2024, SPECIAL CITY COUNCIL MEETING MINUTES FOR JUNE 27, 2024 AND THE SPECIAL CITY COUNCIL MEETING MINUTES FOR JULY 17, 2024

Recommendation

It is recommended that the City Council consider the approval of the minutes for the Special City Council Meeting for June 18, 2024, Special City Council Meeting for June 27, 2024, and the Special City Council Meeting for July 17, 2024.

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

8. CONSIDERATION OF APPROVAL OF AN INCENTIVE MANAGEMENT FEE OF $45,955.15 FOR FISCAL YEAR 2023-2024 TO DONOVAN BROS. GOLF, LLC BASED ON INCREASES IN THE ANNUAL NET OPERATING INCOME

Recommendation

It is recommended that the City Council consider approval of an Incentive Management Fee (Incentive) of $45,955.15 for Fiscal Year (FY) 23/24 to Donovan Bros. Golf based on increases in the annual Net Operating Income (NOI).

Community Services Director Sheila Pautsch responded to questions raised by the City Council.

COUNCIL MOTION AND ACTION

Item No. 8 was pulled for separate discussion by Mayor Zneimer. 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 ADOPTION OF A RESOLUTION AUTHORIZING SIGNATORIES ON CITY BANKING ACCOUNTS AND RELATED BANKING DOCUMENTS AND ADOPTION OF A RESOLUTION AUTHORIZING SIGNATORIES ON THE CITY'S LOCAL AGENCY INVESTMENT FUND ACCOUNT

Recommendation

It is recommended that the City Council adopt: (i) a Resolution authorizing signatures

on the City's bank accounts; and (ii) a Resolution authorizing signatures on the City's Local Agency Investment Fund (LAIF) account.

In-Person Public Comment

Josh Betta spoke regarding the item.

COUNCIL MOTION AND ACTION

Item No. 9 was pulled for separate discussion via public comment. A motion was made by Councilmember Braun and seconded by Councilmember Cacciotti 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.

Resolution Nos. 7870 and 7871 were adopted.

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

Recommendation
Staff recommends that the City Council consider introduction of the Ordinance Amending the Municipal Code Related to the Office of the City Clerk and Authorizing the City Manager to Appoint the City Clerk for first reading and waive full reading of the Ordinance.

City Attorney Roxanne Diaz gave a presentation and responded to questions from the City Council.

COUNCIL MOTION AND ACTION

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

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

ABSENT: None.
ABSTAINED: None.

The Mayor called for a Health Break at 8:48 P.M.

The Mayor called for a Health Break at 9:02 P.M.

11. CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER & ASSOCIATES, INC. IN THE AMOUNT OF $136,980, TO PROVIDE TRASH DAILY GENERATION RATE (DGR) STUDY ASSISTANCE, AS-NEEDED FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) CONSULTING SERVICES, AND FATS, OILS, & GREASE (FOG) CONTROL PROGRAM COMPLIANCE SERVICES FOR FISCAL YEARS 2024-2025 AND 2025-2026, AS WELL AS APPROVAL OF AMENDMENTS TO THE JOHN L. HUNTER & ASSOCIATES FISCAL YEAR 2023-2024 AGREEMENTS TO FACILITATE PAYMENTS FOR SERVICES RECENTLY PERFORMED

Recommendation

It is recommended that the City Council:

1. Consider approving the Professional Services Agreement with John L. Hunter & Associates, Inc. to provide Trash Daily Generation Rate (DGR) Study Assistance, As-Needed National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Consulting Services, and Fats, Oils, & Grease (FOG) Control Program Compliance Services for Fiscal Years 2024-2025 and 2025-2026, for a not-to-exceed amount of $136,980; and
2. Approve the first amendment to the Fiscal Year 2023-2024 agreement with John L. Hunter & Associates, Inc. to facilitate payments of $8,511.93 for DGR, NPDES, & MS4 services recently conducted that exceeded the Fiscal Year 2023-2024 contract value.
3. Approve the first amendment to the Fiscal Year 2023-2024 agreement with John L. Hunter & Associates, Inc. to facilitate payment of $10,827.00 for FOG services recently conducted that exceeded the Fiscal Year 2023-2024 contract value.

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

12. CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA APPROVING THE PURCHASE AND SALE AGREEMENTS WITH THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE OF FIVE UNOCCUPIED SURPLUS HISTORIC PROPERTIES (216 FAIRVIEW AVENUE, 217 FREMONT AVENUE, 225 FREMONT AVENUE, 1002, 1008 HOPE STREET AND 726 MERIDIAN AVENUE AND 1707 MERIDIAN AVENUE) AND ACCEPTING THE PROPERTY FROM THE DEPARTMENT OF TRANSPORTATION PENDING APPROVAL FROM THE CALIFORNIA TRANSPORTATION COMMISSION

Recommendation
It is recommended that the City Council:
1. Re-appropriating $243,000 from the FY 2023-24 budget for the acquisition of the six historic Caltrans homes and;
2. Adopting the Resolution approving the purchase of the five unoccupied surplus historic properties from the State of California, Department of Transportation (Caltrans) and;
3. Approve and ratify the executed purchase and sale agreements for such properties and accept the properties from Caltrans pending approval from the California Transportation Commission.

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

Resolution No. 7872 was adopted.

ACTION/DISCUSSION

13. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH JASON ADDISON SMITH CONSULTING SERVICES, INC., DBA FOR COMPREHENSIVE BUILDING AND SAFETY SERVICES

Recommendation
It is recommended that the City Council consider approval of the proposed three-year Professional Services Agreement with Jason Addison Smith Consulting Services, Inc., DBA JAS Pacific (JAS Pacific) for comprehensive building and safety services based on a fee schedule of sixty percent (60%) of the monthly net revenues from building plan check and building permit fees collected.

Community Development Director Angelica Frausto-Lupo gave a presentation and responded to questions from the City Council.

In-Person Public Comment

Melissa Demirci spoke regarding the item.

Mike O'Neill spoke regarding the item.

Anthony George spoke regarding the item.

Odom Stamps spoke regarding the item.

Zoom Public Comment
Richard Wagner spoke regarding the item.

COUNCIL MOTION AND ACTION

A motion was made by Mayor Zneimer and seconded by Councilmember Primuth to direct staff to bring back an Agreement with Transtech for consideration prior to their agreement's termination date of October 31, 2024. The motion carried 5-0, by the following vote:

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

14. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH HR&A ADVISORS INC. FOR ANALYSIS AND DESIGN SERVICES FOR A PROPOSED RENT STABILIZATION PROGRAM

Recommendation
It is recommended that the City Council consider approval of the proposed Professional Services Agreement (Contract) with HR&A Advisors Inc. in the amount not-to-exceed $133,980.00 with a 10% contingency for analysis and design services for a proposed rent stabilization program.

Deputy Community Development Director Alison Becker 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. 14 with authorization to the City Manager and City Attorney to make any adjustments to the scope of work to reflect the comments that were made by the City Council. 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 ADOPTION OF THE RESOLUTION ADOPTING THE FISCAL YEAR 2024-25 ANNUAL OPERATING AND CAPITAL IMPROVEMENT PROJECT BUDGETS

Recommendation

DRAFT

It is recommended that the City Council review, discuss, and consider adoption of a Resolution adopting the Fiscal Year 2024-25 annual Operating and Capital Improvement Program Budgets.

Interim City Manager Donald Penman gave a presentation and responded to questions from the City Council.

In-Person Public Comment

Peter Giulioni spoke regarding the item.

COUNCIL MOTION AND ACTION

The City Council directed Interim City Manager to address the proposals raised by Chair Giulioni within 30 days.

A motion was made by Councilmember Braun and seconded by Councilmember Cacciotti to approve Item No. 15, as presented, adopt the Resolution and direct the City Manager to work with the Chair of the Finance Commission to address issues that were raised which include the NHA Tool, the proper financial reporting, Financial Policies, KPI's as well as who best and when to address those issues. The motion carried 5-0, by the following vote:

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

Resolution No. 7873 was adopted.

16. CONSIDERATION OF A REQUEST TO SUBMIT A LETTER OF SUPPORT FOR A POLICY RESOLUTION PROPOSED BY THE CITY OF GLENDORA AT THE CALCITIES ANNUAL CONFERENCE IN OCTOBER 2024

Recommendation
It is recommended that the City Council consider the request of the City of Glendora to support a policy resolution to be submitted at the CalCities Annual Conference in October 2024 and if so supported, authorize the submission of a letter to be signed by the Mayor.

City Attorney Roxanne Diaz gave a presentation and responded to questions from the City Council

COUNCIL MOTION AND ACTION

A motion was made by Councilmember Cacciotti to approve Item No. 16, as presented. The motion failed for lack of a second.

PUBLIC COMMENT - CONTINUED

17. CONTINUED PUBLIC COMMENT - GENERAL

None.

COMMUNICATIONS

18. COUNCILMEMBER COMMUNICATIONS

Mayor Zneimer spoke regarding her attendance at the South Pasadena Police Department's Women's Self-Defense class, the "Concerts in Park" event and a recent meeting of the Arroyo Verdugo Joint Powers Board.

19. 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, September 4, 2024.

Respectfully submitted:

_____
Mark Perez
Deputy City Clerk

APPROVED

_____
Evelyn G. Zneimer
Mayor

DRAFT

Attest:

_____
Mark Perez
Deputy City Clerk

Approved at City Council Meeting:

DRAFT

City Council Agenda Report

ITEM NO. 8

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

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

Recommendation

It is recommended that the City Council consider:

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

Executive Summary

This item requests approval to close-out a completed Public Works Project, issue the final payment to the construction vendor, and report the completion to Los Angeles County.

Background

The City's Public Works Department is responsible for developing and implementing the City's Capital Improvement Program (CIP), including improvements of the City's street pavement and associated concrete curb and gutter infrastructure. The project close-out process includes filing a Notice of Completion (Attachment 1) and paying withheld/retained amounts due to the contractor upon confirmed completion.

Analysis

On November 1, 2023, the City Council authorized the award of a construction services contract in the not-to-exceed amount of $1,155,000, with a ten percent (10%) construction contingency of $115,500, for a total amount of $1,270,500 to Hardy & Harper, Inc. The scope of the project included furnishing all materials, equipment, tools, labor, and incidentals required to complete the improvements shown on the specifications and contract documents, consisting of pavement rehabilitation and replacement of water services, meters, and other appurtenances on the following streets:

- Alta Vista Avenue (Oak Crest Avenue to Indiana Avenue)
- Monterey Road (250' west of Oak Hill Road to Pasadena Avenue)
- Forest Avenue (Mission Street to end of roadway)
- Sterling Place (Grand Avenue to cul-de-sac)

The Project was completed within the budget and in a timely manner. The project was managed and inspected by the Public Works engineering staff and contracted staff. A five-percent (5%) retention was withheld from the contractor until the project was complete, and this retention may now be released.

Fiscal Impact
The project was completed within the budget. The final project cost, including the 5% retention was $1,225,455.96. The remaining retention to be paid of $61,272.80 was for services provided in Fiscal Year 2023-24 and was budgeted in account 400-9000-9008-9203. This account includes a $2,298,445 transfer from the Fund 104 Street Improvement Program Account – which will be utilized to fund this $61,272.80 retention payment.

Key Performance Indicators and Strategic Plan
This item is related to street infrastructure replacement and rehabilitation prioritized within the Strategic Plan, and related to the Key Performance Indicator (KPI) tracking replacement of City street asphalt, sidewalks, curbs, and gutters.

Commission Review and Recommendation
This item was not reviewed by a 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
This item is exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachment:
Attachment No. 1 - Notice of Completion Street Improvement Project 2019-05 (001905)

RECORDING REQUESTED BY:

City of South Pasadena

AND WHEN RECORDED MAILTO:

South Pasadena Public Works Dept

1414 Mission Street

South Pasadena, CA 91030

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

A.P.N.: Order No.: Escrow No.:

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or agent of the OWNER of the interest or estate stated below in the property hereinafter described.

2. The FULL NAME of the OWNER is **City of South Pasadena**.

3. The FULL ADDRESS of the OWNER is **1414 Mission Street, South Pasadena, CA 91030**..

4. The NATURE OF THE INTEREST or ESTATE of the undersigned is: **Public Works Director (Agent)** in fee.

5. The FULL NAMES and FULL ADDRESSES of ALL PERSONS, if any, WHO HOLD SUCH INTEREST or ESTATE with the undersigned as JOINT TENANTS or as TENANTS IN COMMON are:

NAMES	ADDRESSES

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

NAMES	ADDRESSES

7. A work of improvement on the property hereinafter described was COMPLETED **April 10, 2024**.

8. The work of improvement completed is described as follows:

Pavement rehabilitation and replacement of water services, meters, and other appurtenances on the following streets: Alta Vista Avenue (Oak Crest Avenue to Indiana Avenue), Monterey Road (250' west of Oak Hill Road to Pasadena Avenue), Forest Avenue (Mission Street to end of roadway), and Sterling Place (Grand Avenue to cul-de-sac).

9. The NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is: **Hardy & Harper, Inc.**.

10. The street address of said property is **South Pasadena, CA 91030**.

11. The property on which said work of improvement was completed is in the City of **South Pasadena**, County of **Los Angeles**, State of California, and is described as follows:

Date: **September 4, 2024**

_____
(Signature of Owner or agent of owner)

Harold T. Gerber, P.E. (Agent of the City of South Pasadena)

Verification for INDIVIDUAL owner _____:
I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have read said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

_____ _____ _____
Date and Place (Signature of owner named in paragraph 2)

Verification for NON-INDIVIDUAL owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **Agent** ("PRESIDENT, PARTNER, MANAGER, AGENT, ETC.") of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

September 4, 2024 **South Pasadena** _____
Date and Place (Signature of person signing on behalf of owner)

Harold T. Gerber, P.E. (Agent of the City of South Pasadena)

City Council Agenda Report

ITEM NO. 9

DATE: September 4, 2024

FROM: Evelyn G. Zneimer, Mayor

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

SUBJECT: **CONSIDERATION OF APPOINTMENT OF LARRY ABELSON TO THE MOBILITY, TRANSPORTATION, AND INFRASTRUCTURE COMMISSION**

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

Executive Summary
This report recommends the appointment of Larry Abelson to the Mobility, Transportation, and Infrastructure Commission (MTIC) for a partial term ending December 31, 2024. The MTIC advises the City Council on transportation and mobility issues, including traffic management, transit, and emerging transportation technologies. Filling this vacancy is essential for the Commission to continue its work. The appointment follows the South Pasadena Municipal Code, requiring approval by the Mayor and City Council. Costs associated with onboarding and training are covered in existing budgets.

Background
This appointment is to the Mobility, Transportation, and Infrastructure Commission (MTIC). There is a current vacancy in that Vice Chair Diego Zavala served from September 7, 2022, to August 13, 2024, although his term would have been through December 31, 2024. This created the vacancy the Mayor is requesting to fill. MTIC plays an important role in advising the City Council on key transportation and mobility policies that impact the community. This five-member body is responsible for providing guidance on a range of topics, including traffic management, transit, multi-modal and active transportation, parking management, and emerging transportation technologies. The Commission also contributes to discussions on federal, state, regional, and local transportation funding and planning, ensuring that the city's transportation policies align with broader objectives.

In addition to advising on transportation-related Capital Improvement Projects, Neighborhood Traffic Management Plans, and the Active Transportation Plan, the MTIC serves as an essential forum for community input on mobility issues. This ensures that the perspectives and needs of South Pasadena residents are considered in the decision-making process.

Per the South Pasadena Municipal Code (SPMC) Section 2.23(a), the MTIC is comprised of

five adult members, appointed by the Mayor with the approval of at least three City Council members. When a vacancy arises outside of the regular term expiration, the Mayor is responsible for appointing a replacement for the remainder of the term, as outlined in SPMC Section 2.26(a). Each full term on the Commission spans three years, from January 1 to December 31, as specified in SPMC Section 2.25(a).

The City actively seeks to fill vacancies on this and other advisory bodies as they occur. Unscheduled and subsequent vacancies are posted on the City's website in accordance with the Maddy Act, ensuring transparency and public awareness. Interested residents are encouraged to apply through the City's website or at the City Clerk's Office.

Alternatives (if applicable)
The City Council has the following alternatives to consider:

1. Take no action and carry this item over for discussion to a future meeting; or
2. Provide alternative direction to staff.

Fiscal Impact
The costs of onboarding, training, and conducting commission meetings have been accounted for in department budgets. The recommended action has no direct fiscal impact.

City Council Agenda Report

ITEM NO. 10

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Luis Frausto, Acting Deputy City Manager

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

Recommendation

It is recommended that the Council consider:

1. Adopting the Resolution approving the side Letter of Agreement (LOA) between the City of South Pasadena and the South Pasadena Police Officers' Association and;
2. Authorizing the City Manager or designee to execute the Letter of Agreement.

Executive Summary

This staff report recommends that the City Council approve a Side Letter of Agreement (LOA) with the South Pasadena Police Officers' Association (POA) to amend Section 14 of the current Memorandum of Understanding (MOU). The LOA introduces enhanced compensation for officers who obtain Peace Officer Standards and Training (POST) certificates and higher education degrees, including a 5% or 10% base pay increase for Intermediate and Advanced POST Certificates, respectively, and monthly stipends for Bachelor's and Master's degrees. These changes address recent labor market challenges by improving recruitment and retention, aligning compensation with market standards, and recognizing officers' professional development. Approval is recommended to support the City's public safety objectives and workforce stability.

Background

California Government Code Section 3500, et seq., (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment. City staff and the representatives of the South Pasadena Police Officer's Association (POA) met and conferred regarding amendments to Section 14(e) of the Memorandum of Understanding (MOU) related to compensation for POST Certificate and education pay. The current MOU was executed on June 15, 2022 for a term from July 1, 2022 to June 30, 2025. The proposed side Letter of Agreement (LOA) would modify language in Section 14 of the MOU related to POST Certificate and education special compensation.

The policy goals communicated by the City Council for this meet and confer include a desire to recognize employees' commitment and dedication to the City, with additional compensation

and benefit contribution increases to address recruitment and retention issues associated with sworn positions and better align with the job market and the increased cost of living. The labor market has changed, necessitating more competitive employee retention efforts to address sworn personnel staffing shortages. This alignment is intended to enhance employee retention and assist in recruitment efforts.

Analysis
The proposed side letter of agreement (LOA) introduces key changes to Section 14(e) of the existing Memorandum of Understanding (MOU) between the City of South Pasadena and the South Pasadena Police Officers' Association (POA). Specifically, the LOA enhances compensation related to Peace Officer Standards and Training (POST) certificates and educational incentives, responding to changes in the economic and employment market conditions since the original MOU was executed on June 15, 2022.

Key Changes from the Existing MOU:

POST Certificate Compensation:
The LOA introduces increases to compensation related to POST certificate holders. Officers with an Intermediate POST Certificate will receive a 5% increase in base pay, and those with an Advanced POST Certificate will receive a 10% increase. This change explicitly rewards officers for obtaining higher levels of professional certification.

Educational Incentives:
The LOA establishes a new education incentive and calls for specific monthly compensation for officers who hold higher education degrees, providing $200 per month for a Bachelor's degree and $300 per month for a Master's degree. This change incentivizes officers to pursue advanced education, which aligns with the City's goal of enhancing the professionalism and expertise of its police force.

Retroactive Application
The LOA stipulates that the additional compensation for POST certificates and educational incentives is retroactive to July 1, 2024, for eligible employees, providing immediate financial benefits to those who have already met the qualifications.

The labor market for sworn law enforcement personnel has become increasingly competitive, driven by rising living costs and evolving economic conditions. The changes proposed in the LOA are intended to address these challenges by aligning compensation more closely with market standards, thereby improving both recruitment and retention. By explicitly rewarding higher levels of professional certification and education, the City can better compete for qualified candidates and retain experienced officers who contribute to public safety.

The proposed LOA builds on the existing MOU by introducing targeted financial incentives that recognize officers' professional development. These changes are crucial for maintaining the City's ability to attract and retain a skilled police force, which is essential for ensuring public safety and delivering high-quality services to the community.

Alternatives (if applicable)
Possible alternatives to staff's recommendations include:

1. No Approval of the Side Letter of Agreement: The City Council may choose not to approve the proposed side letter of agreement. This would result in the continuation of

the existing compensation structure, potentially exacerbating challenges in retaining and recruiting qualified police officers. The City may face increased difficulties in maintaining adequate staffing levels, which could impact public safety services.

2. Modify the Proposed Side Letter of Agreement: The City Council could direct staff to renegotiate certain terms within the side letter. This option may delay the implementation of the enhanced compensation structure, potentially affecting the City's ability to address immediate recruitment and retention challenges. Any significant modifications would require further discussions with the POA and could extend the meet and confer process.
3. Approve the Side Letter of Agreement with Specific Conditions: The City Council may approve the side letter with conditions or additional requirements. This approach allows for adjustments to the terms while still moving forward with enhanced compensation. However, additional negotiations may be required and could delay the final implementation.

Fiscal Impact

Employee salaries and benefits are largely funded by the General Fund, with specific positions funded through enterprise funds. This side letter of agreement, which was included in the approved FY 2024-25 budget, is anticipated to be $179,539. Structurally, this change will be funded through the General Fund in future years as part of the annual budgeting process.

Attachment:

Attachment No. 1 - Resolution - POA Side Letter

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, APPROVING A SIDE LETTER OF AGREEMENT BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA POLICE OFFICERS ASSOCIATION (POA) AMENDING SECTION 14(E) OF THE EXISTING MEMORANDUM OF UNDERSTANDING (MOU)

WHEREAS, the current collective bargaining agreement between the City and South Pasadena Police Officers' Association was executed on June 15, 2022 for a term from July 1, 2022 to June 30, 2025; and

WHEREAS, the City Council now desires to amend Section 14(e) of the MOU to update compensation related to Peace Officer Standards and Training (POST) certificates and education pay due to changing economic and employment market circumstances; and

WHEREAS, the City met and conferred with the POA on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the POA have agreed to the terms included in the attached Letter of Agreement (LOA) attached hereto as "Exhibit A."

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

SECTION 1. The Letter of Agreement (LOA) between the City of South Pasadena and the South Pasadena Police Officers' Association, attached as Exhibit A, is approved and adopted by the City Council of the City of South Pasadena.

SECTION 2. The City Council declares that by adopting this resolution, the language outlined in Section 14(e) of Resolution No. 7773, which represented the previous Memorandum of Understanding between the City and the South Pasadena Police Officers' Association, is hereby superceded by the language set forth in the LOA, attached as "Exhibit A."

SECTION 3. The City Council authorizes the City Manager, or designee, to execute the referenced side Letter of Agreement.

SECTION 4. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED, AND ADOPTED ON this 4th day of September, 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 4th day of September 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Mark Perez, Deputy City Clerk
(seal)

LETTER OF AGREEMENT
BETWEEN THE CITY OF SOUTH PASADENA AND THE SOUTH PASADENA POLICE OFFICERS' ASSOCIATION
MODIFICATION OF SECTION 14 (EDUCATIONAL INCENTIVE)

The City of South Pasadena (hereinafter referred to as "City") and the South Pasadena Police Officers' Association (hereinafter referred to as "POA") agree to modify Section 14 (Other Benefits), subsection 14(e) (Educational Incentive) of the existing Memorandum of Understanding (MOU) as follows:

14(e) - Education Pay and POST Pay

1. **Purpose**
   The educational incentive program aims to motivate unit employees to achieve higher educational and professional law enforcement-related standards and enhance career development. Additionally, this program is predicated upon appropriate education, training, and experience, as established by standards set forth by the Commission on Peace Officer Standards and Training (POST).

2. **POST Certificate and Education Special Compensation**

   A. Bargaining unit members who possess one of the following certificates awarded by POST listed below shall receive additional compensation above their base salary as set forth below. Such additional compensation shall commence on the first day of the pay period following the date of approval of this LOA by the City Council, retroactive to July 1, 2024, for bargaining unit members who already possess one of the following certificates awarded by POST. For bargaining unit members who do not possess one of the following certificates awarded by POST at the time of approval of this LOA by the City Council, such additional compensation shall commence on the first day of the pay period following the date the employee submits documentation of their POST certificate to the Human Resources Division, whichever is later.

Pay Type	Monthly Amount
Intermediate POST Certificate	5% of Base Pay
Advanced POST Certificate	10% of Base Pay

   B. Bargaining unit members who hold or earn a bachelor’s or master’s degree shall be provided additional compensation as set forth below, which shall commence on the first day of the pay period following the date of approval of this LOA by the City Council and the first day of the pay period following the date the employee submits documentation to the Human Resources Division of their bachelor’s or masters degree, whichever is later.

Pay Type	Monthly Amount
Bachelor’s Degree	$200 per month
Master’s Degree	$300 per month

1. Terms and Conditions

1. Bargaining unit members shall be responsible for notifying the Police Department and Human Resources Division of their eligibility to receive POST Certificate or Education special compensation.

2. Bargaining Unit employees shall be eligible for the increase in POST compensation effective on the first day of the first full pay period following Council adoption of this LOA, retroactive to July 1, 2024, if a Bargaining Unit employee already possesses one of the certificates awarded by POST.

3. Bargaining Unit employees who do not receive POST compensation on the date this LOA becomes effective shall receive POST compensation on the first day of the pay period following the date the Human Resources Division verifies the POST certificate and eligibility.

4. Bargaining Unit employees shall be eligible for the new Education Special Compensation on the first day of the first full pay period following the City Council's adoption of this LOA and following the date when the Human Resources Division verifies official education transcripts.

5. Bargaining unit members may receive only the highest level of POST pay to which they are entitled. POST pay may not be combined.

6. Bargaining unit members may receive only the highest level of Education Special Compensation pay to which they are entitled. Education pay may not be combined.

7. The parties agree that to the extent permitted by law, the value of the compensation for POST and/or Education Special Compensation under Section B(2) is special compensation and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(2) and (b) 2)- POST Certificate Pay. POST Certificate Pay shall be reported to CalPERS periodically when earned, on a per pay period basis. However, the City makes no representations or guarantees whatsoever with respect to whether CalPERS shall include said POST Certificate or Education Pay as compensation for purposes of benefit determination and CalPERS shall make the sole determination as to inclusion.

8. The POA agrees that in exchange for the increased compensation outlined in this LOA, the POST Certificate Compensation and Education Special Compensation benefit is not subject to bargaining for the 2025 successor MOU negotiations unless agreed to by the City.

SIGNATURES ON THE FOLLOWING PAGE

IT IS SO AGREED.

_____	_____
SOUTH PASADENA POLICE OFFICERS' ASSOCIATION	DATE
_____	_____
CITY OF SOUTH PASADENA	DATE

City Council Agenda Report

ITEM NO. 11

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Sheila Pautsch, Community Services Director

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

Recommendation

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

Executive Summary

This report is for approval of Mayor Zneimer, Mayor Pro Tem Donovan, Councilmembers Cacciotti, and Primuth discretionary funds to support the Multicultural Event.

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 City Council 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 Fiscal Year since the budget has remained at $20,000 for Discretionary Funds.

Analysis
The City Council receives an annual discretionary fund and shall make the following specific findings 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. The following table displays the current discretionary fund balances:



On August 18, 2024, Mayor Zneimer requested approval to use discretionary funds to assist with the Multicultural Event for a total of $2,000 and received a second from Councilmember Cacciotti. On August 26, 2024, Councilmember Cacciotti and Mayor Pro Tem Donovan requested approval and received a second from Mayor Zneimer to use discretionary funds of $1,000 each to assist with the Multicultural Event. On August 28, 2024, Councilmember Primuth requested approval and received a second from Mayor Zneimer to use $2,000 of discretionary funds to support the Multicultural Event. This request supports a public purpose benefitting the City in the promotion of the City 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. 12

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Roxanne M. Diaz, City Attorney

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

Recommendation

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

Executive Summary

On August 21, 2024, the City Council introduced the proposed ordinance for first reading. This is a clean-up ordinance to reflect that the City Clerk has now been an appointed position since 2019 and also to authorize the City Manager to appoint the City Clerk as provided for in the Government Code.

Background

In 2019, the City of South Pasadena held an election for a ballot measure to transition the office of the City Clerk from an elected position to an appointed position. Subsequent to that election, the City's Municipal Code was not amended to reflect that the City Clerk was to be appointed. With respect to the appointment itself, the ordinance adopted by the voters stated that the City Clerk was to be appointed by the City Council. Government Code Section 36510, however, provides that the City Council can vest its appointment power related to the City Clerk in the City Manager if it does so by ordinance. The proposed ordinance makes the revisions to delete the references to an "elected" City Clerk and authorizes the City Manager to appoint the City Clerk.

Analysis

The City has had an appointed City Clerk since 2019, however, after the election the City did not make the corresponding revisions to its municipal code. I understand that since that time, the City Clerk's position has been filled through the recruitment and hiring of an employee, similar to any other employee in the City. Currently, the City Clerk duties are being handled by two Deputy City Clerks.

Consistent with the Government Code, the ordinance delegates to the City Manager the ability to appoint the City Clerk. The City Manager already has the appointment or hiring authority for all employees (except the City Attorney) and this is consistent with the practice of the City.

Government Code Section 36510 provides that the City Clerk is not required to be a resident or an elector of the City and that the City Council may by ordinance vest in the City Manager its authority to appoint the City Clerk. Government Code Section 34856 also states that when the position of the City Clerk is made appointive, the appointing power can be provided to the City Manager by ordinance.

Fiscal Impact
There is no fiscal impact in adopting this ordinance as it is a clean-up item. Also, adoption of this ordinance does not impact the manner in which city clerk services are being provided, which is through current personnel that are in the position of Deputy City Clerk.

Attachment:
Attachment No. 1 - Ordinance Redline - City Clerk
Attachment No. 2 - City Clerk Ordinance

ORDINANCE NO. _____

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

WHEREAS, on November 5, 2019, the voters of the City of South Pasadena adopted an ordinance to make the office of the City Clerk appointive;

WHEREAS, the ordinance approved by the voters provided that the City Clerk is to be appointed by the City Council;

WHEREAS, pursuant to Government Code Section 36510, the City Council may by ordinance vest in the City Manager its authority to appoint the City Clerk;

WHEREAS, Government Code Section 34856 provides that if the office of the City Clerk is appointive and if the City Manager is vested with the appointing power, the City Manager has the power to both appoint and dismiss;

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the recitals of this Ordinance are true and correct and are incorporated herein as if set forth in full.

Section 2. Section 2.11 (Powers and duties of the office of the city clerk) of Article II (Officers and Employees) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"2.11 Powers and duties of the office of the city clerk.

The office of the city clerk~~, which includes the elected city clerk and all personnel assigned by the city manager to assist the elected city clerk,~~ shall:

(a) Perform all the functions and have the authority established by California Government Code Sections 40801, 40806 and 40811 through 40814;

(b) Unless excused by the city council and a deputy attends as a replacement, attend all meetings of the city council and be responsible for recording and maintaining the official record of all the actions of the city council;

(c) Keep all ordinances, resolutions and meeting minutes adopted by the city council, so they are readily accessible to the public;

(d) In cooperation with the city manager, provide general secretarial support to the city council, including, but not limited to, preparing general correspondence, commendations, proclamations, and other official documentation;

(e) Keep all official records of the council and of the office of the city clerk, so they are readily accessible to the public until such time as any of the records may be destroyed, or reproduced and the original destroyed, in accordance with state law;

(f) Serve as the official custodian of all official city records;

(g) Under the direction of the city manager, prepare, post, in accordance with law, and certify posting of agendas for regular, adjourned, special and closed session meetings of the council, which agendas shall be in a format approved by the city council;

(h) Perform the duties of the elections official prescribed by the California Elections Code for conducting municipal elections;

(i) Perform the duties imposed upon city clerks by the California Political Reform Act;

(j) Be responsible for the publication of all official advertising for the city;

(k) Be responsible for the keeping current and distributing the municipal code;

(l) Under the direction of the city manager, process all claims filed against the city and its officers, agents or employees, pursuant to this code;

(m) Perform such other duties as may be required of the city clerk by the city council and the city manager; and

(n) Except as otherwise set forth herein, perform such other duties as may be required of the city clerk under state law." ~~Have daily regular works hours similar to the city's management team.~~

Section 3. A new section 2.18-9 (Appointment of City Clerk) shall be added to Article III (City Manager) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"2.18-9. Appointment of City Clerk. Pursuant to Government Code Sections 36510 and 34856, the City Council vests the City Manager with its power to appoint or remove the City Clerk."

Section 4. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or

unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

Section 5. This ordinance shall take effect thirty (30) days after its final passage, and the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED ON this 4th day of September, 2024.

AYES:
NOES:
ABSENT:
ABSTAIN:

Evelyn Zneimer, Mayor

ATTEST:

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

ORDINANCE NO. _____

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

WHEREAS, on November 5, 2019, the voters of the City of South Pasadena adopted an ordinance to make the office of the City Clerk appointive;

WHEREAS, the ordinance approved by the voters provided that the City Clerk is to be appointed by the City Council;

WHEREAS, pursuant to Government Code Section 36510, the City Council may by ordinance vest in the City Manager its authority to appoint the City Clerk;

WHEREAS, Government Code Section 34856 provides that if the office of the City Clerk is appointive and if the City Manager is vested with the appointing power, the City Manager has the power to both appoint and dismiss;

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA DOES ORDAIN AS FOLLOWS:

Section 1. The City Council hereby specifically finds that all of the facts set forth in the recitals of this Ordinance are true and correct and are incorporated herein as if set forth in full.

Section 2. Section 2.11 (Powers and duties of the office of the city clerk) of Article II (Officers and Employees) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"2.11 Powers and duties of the office of the city clerk.

The office of the city clerk shall:

(a) Perform all the functions and have the authority established by California Government Code Sections 40801, 40806 and 40811 through 40814;

(b) Unless excused by the city council and a deputy attends as a replacement, attend all meetings of the city council and be responsible for recording and maintaining the official record of all the actions of the city council;

(c) Keep all ordinances, resolutions and meeting minutes adopted by the city council, so they are readily accessible to the public;

(d) In cooperation with the city manager, provide general secretarial support to the city council, including, but not limited to, preparing general correspondence, commendations, proclamations, and other official documentation;

(e) Keep all official records of the council and of the office of the city clerk, so they are readily accessible to the public until such time as any of the records may be destroyed, or reproduced and the original destroyed, in accordance with state law;

(f) Serve as the official custodian of all official city records;

(g) Under the direction of the city manager, prepare, post, in accordance with law, and certify posting of agendas for regular, adjourned, special and closed session meetings of the council, which agendas shall be in a format approved by the city council;

(h) Perform the duties of the elections official prescribed by the California Elections Code for conducting municipal elections;

(i) Perform the duties imposed upon city clerks by the California Political Reform Act;

(j) Be responsible for the publication of all official advertising for the city;

(k) Be responsible for the keeping current and distributing the municipal code;

(l) Under the direction of the city manager, process all claims filed against the city and its officers, agents or employees, pursuant to this code;

(m) Perform such other duties as may be required of the city clerk by the city council and the city manager; and

(n) Except as otherwise set forth herein, perform such other duties as may be required of the city clerk under state law."

Section 3. A new section 2.18-9 (Appointment of City Clerk) shall be added to Article III (City Manager) of Chapter 2 (Administration) of the South Pasadena Municipal Code is hereby amended to read as follows:

"2.18-9. Appointment of City Clerk. Pursuant to Government Code Sections 36510 and 34856, the City Council vests the City Manager with its power to appoint or remove the City Clerk."

Section 4. Severability. If any section subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this Ordinance shall

remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

Section 5. This ordinance shall take effect thirty (30) days after its final passage, and the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED ON this 4th day of September, 2024.

AYES:
NOES:
ABSENT:
ABSTAIN:

Evelyn Zneimer, Mayor

ATTEST:

Mark Perez, Deputy City Clerk

APPROVED AS TO FORM:

Roxanne Diaz, City Attorney

City Council Agenda Report

ITEM NO. 13

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

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

Recommendation

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

Executive Summary

This task order facilitates additional design work, which is already underway, for the City's 2024 ADA Sidewalk Repairs Capital Improvement Project (CIP).

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 sidewalk ramps and associated concrete curb and gutter infrastructure. This task order (Attachment 1) contracts a design engineering firm to provide designs and documents to solicit bids for ADA ramp construction work along Meridian Avenue at Wolford Lane, Summit Drive, and Braewood Court intersections. Kabbara is already providing design and construction documents for Meridian Avenue intersections at Rollin Street, Gillette Crescent (North & South), and Lyndon Street. The project will be bid for construction in September 2024, and includes additional ADA curb ramps at Meridian Avenue intersections that don't require design work. As a note, the ADA ramps at the Braewood Court intersection are shared with a private development HOA and may be delayed to facilitate an agreement with that community.

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. Kabbara Engineering (Kabbara) is one of the consultants approved by the City Council, having submitted a proposal to provide civil design engineering services and computer aided drafting (CAD) design services, among other services. Kabbara is well qualified to complete the scope of work required, which under this task order, includes evaluation and design, project administration and coordination, and development of construction documents in a bid package – utilizing four dedicated staff, a Principal Engineer, A Project Engineer, a Civil Designer, and a CAD Drafter.

The Master Service Agreements (Attachment 2) for each on-call consultant includes 'Task Order' exhibits that are executed based on the specific scope for each specific task or project. To ensure that use of these on-call professional services follows City Council's adopted procurement policy, Task Orders above the City Manager's spending authority, such as this item's proposed work, are brought to Council for approval.

Fiscal Impact
Adequate funding for this project has been adopted in the FY 2024-2025 Budget under the ADA Sidewalk Repairs CIP Project, with $513,841 appropriated to CIP Account No. 400-9000-9008-9264-000. This account is fully funded by a transfer from the Fund 260 Community Development Block Grant (CDBG) Program Account.

Commission Review and Recommendation
This item was not reviewed by a Commission, though this project has been discussed at length with the Mobility Infrastructure and Transportation Commission (MTIC).

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
Repair and reconstruction of existing ADA curb ramps is a negligible expansion, and is therefore exempt from the California Environmental Quality Act (CEQA) analysis based on State CEQA Guidelines Section requirements under Section 21084 of the Public Resources Code, in accordance with Article 19, Section 15301, Class (1) "existing facilities."

Attachment:
Attachment No. 1 - Proposed Task Order with Kabbara Engineering
Attachment No. 2 - Executed Master On-Call Professional Services Agreement with Kabbara Engineering

TASK ORDER NO. KBBE9203-002

TO MASTER PROFESSIONAL SERVICES AGREEMENT (2022-131)

This Task Order No. **KBBE9203-002** ("Task Order") is made and entered into by and between the City of South Pasadena, a municipal corporation ("City"), and **Kabbara Engineering** ("Consultant").

RECITAL

A. City and Consultant entered into an agreement entitled Master On-Call Professional Services Agreement ("Agreement") dated **January 22, 2024** by which the Consultant agreed to perform **Civil Design Engineering Services, Computer Aided Drafting (CAD) Design Services, and Surveying 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:

Design of Meridian Avenue American Disabilities Act (ADA) Compliant Curb Ramps Part two.
Prepare construction exhibits for the design of six (6) new ADA compliant curb ramps on Meridian Avenue (listed below), including research and review, design exhibits, and final opinion of construction costs. Survey work will include the areas listed below, areas along Wolford Ln., Summit Dr. and Braewood Ct., within ADA curb ramp limits.

- Meridian Avenue & Wolford Lane – Northwest Corner
- Meridian Avenue & Woldford Lane – Southwest Corner
- Meridian Avenue & Summit Drive – Northwest Corner
- Meridian Avenue & Summit Drive – Southwest Corner
- Meridian Avenue & Braewood Court – Northwest Corner
- Meridian Avenue & Braewood Court – Southwest Corner

City's curb ramp improvements will be bid and constructed as design-build per SPPWC Standard Plan No. 111-5 and other standard plans as needed.

Task 1 – Construction Phase Engineering Support Services:

Task 1. Construction Phase Engineering Support Services (Hourly Estimate): Perform Bidding and Construction Phase engineering support and coordination, as requested by City staff, such as written clarification of the project specifications and exhibits, pre-bid meeting attendance (if required), preconstruction meeting, and other construction meetings as requested by City staff, written responses to RFI's, review contractor's submittals,

perform site visits for construction observations as requested by City staff to confirm the construction meets specifications and exhibit details, preparation of addenda, and miscellaneous construction coordination as requested by City staff and/or the City's designated construction manager.

Task 2 – Construction Exhibits

Task 2.a Design Exhibits: Prepare final engineering Design Exhibits as requested by City staff, for the additional proposed curb ramp (6 each) construction, using computer aided drafting and the prior field topographic survey results/data (AutoCAD 2021 Civil 3D). Plot existing record rights-of-way, property lines, addresses and site-specific topographic features required for design at (H) 1"=10' or 1"=20' plan view only, as needed for construction of the curb ramp improvements at each project intersection, on 8.5"x11" or 11"x17" sheets. The Design Exhibits shall show the limits of removals and reconstruction of PCC curb ramps, sidewalk, curb and gutter, cross gutter, utility adjustments and/or relocations, benchmark or TBM location as required for construction, resetting of centerline monumentation and ties, slot paving and all required miscellaneous improvements per SPPWC Std. Plan No. 111-5. Includes construction notes, bid item numbers and miscellaneous details, as required. *Design Exhibits shall be incorporated by City staff, into the Appendix of the City's Bid Specifications for construction purposes.*

Task 2.b Final Opinion of Probable Construction Costs: Prepare final quantity calculations and a Final Opinion of Probable Cost for the project improvements, using Microsoft Excel, matching bid items included in the City's bid schedule and the project bid specifications.

Task 2.c Final Project Specifications, Including Technical Provisions, Bid Schedule, & Appendices: Prepare a copy of Design Exhibits in digital (pdf) format and one copy of final opinion of probably construction costs.

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

Leah Kabbara
Kabbara Engineering
Parkcenter Drive, Suite 205
Santa Ana, CA 92705
Telephone: (714) 744-9400
Facsimile: (714) 617-5974

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 6 weeks 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 project is to be no more than **Thirty - Eight Thousand, and Forty Dollars ($41,844.00)**, including a **$38,040.00 fee**, based on the rates set forth below, and a 10% contingency of $**3,804.00**. 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: Kabbara Tasks and Assigned Personnel with Hourly Rates ($ / hr)

Task	**Principal Engineer** **$190.00**	**Project Engineer** **$185.00**	**Civil Designer** **$140.00**	**CAD Drafter** **$110.00**	**Task Fee**
001	40 hrs $7,600.00	70 hrs $12,950.00	-	-	**$20,550.00**
002.a	4 hrs $760.00	16 hrs $2,960.00	-	-	**$3,720.00**
002.b	-	2 hrs $370.00	20 hrs $2,800.00	24 hrs $2,640.00	**$5,810.00**
002.c		40 hrs $7,400.00	4 hrs $560.00	-	**$7,960.00**
Total	44 hrs $8,360.0**0**	**128 hrs $23,680.00**	**24 hrs $3,360.00**	**24 hrs $2,640.00**	**$38,040.00**

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

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

"City"	"Consultant"
City of South Pasadena	**Kabbara Engineering**
By:_____ *Signature*	By:_____ *Signature*
Printed:_____	Printed: Leah Kabbara
Title:_____	Title: Principal Engineer
Date:_____	Date: August 28, 2024

Attest:

Amber Tardif

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

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MASTER ON-CALL PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

(City of South Pasadena / Kabbara 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 **Kabbara Engineering** ("Consultant").

2. RECITALS

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

- **Civil Design Engineering Services**
- **Public Works and Development Land Use, Subdivision Control, Map and Plan**
- **Traffic/Transportation Engineering Services**
- **Computer Aided Drafting (CAD) Design Services**
- **Surveying Services**
- **Program, Project & Grant Management Services**

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

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

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

3. DEFINITIONS

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

3.2. "Agreement Administrator": The Agreement Administrator for this project is **H. Ted Gerber, Public Works Director.** The Agreement Administrator shall be the principal

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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": **January 22, 2024**.

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

4. TERM

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

5. IDENTIFICATION OF PROJECTS

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

6. CONSULTANT'S DUTIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. SUBCONTRACTING

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

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

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

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

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

8. COMPENSATION

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

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

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

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

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

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

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

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

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

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

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seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Consultant shall defend, indemnify, and hold the City, tis elected officials, officers, employees, and agents free and harmless form any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

10. OWNERSHIP OF WRITTEN PRODUCTS

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

11. RELATIONSHIP OF PARTIES

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

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

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

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

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agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

12. INDEMNIFICATION

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

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

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

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

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

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

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

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

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are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

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

13. INSURANCE

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

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

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

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

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

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- EL Each Accident $1,000,000
- EL Disease - Policy Limit $1,000,000
- EL Disease - Each Employee $1,000,000

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

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

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

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

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

13.7. P**rofessional 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

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date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

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

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.

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

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

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

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

14. MUTUAL COOPERATION

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

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

15. NOTICES

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

If to City	If to Consultant
H. Ted Gerber City of South Pasadena 1414 Mission Street South Pasadena, CA 91030 Telephone: (626) 403-7240 Facsimile: (626) 403-7241	Leah Kabbara Kabbara Engineering Parkcenter Drive, Suite 205 Santa Ana, CA 92705 Telephone: (714) 744-9400 Facsimile: (714) 617-5974

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With courtesy copy to:

Roxanne Diaz, Esq.
South Pasadena City Attorney
Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Telephone: (213) 626-8484
Facsimile: (213) 626-0078

16. SURVIVING COVENANTS

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

17. TERMINATION

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

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

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

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

18. INTERPRETATION OF AGREEMENT

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

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

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

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

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

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

19. GENERAL PROVISIONS

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

19.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage

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fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

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

19.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

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

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

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

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

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

"City"
City of South Pasadena

DocuSigned by:
By: Armine Chaparyan
B6F60358A0F24D7...
Signature

Printed: Armine Chaparyan

Title: City Manager

Date: 3/6/2024

"Consultant"
Kabbara Engineering

By: _____
Signature

Printed: Leah Kabbara

Title: Principal Engineer

Date: January 22, 2024

Attest:

DocuSigned by:
By: Mark Perez
BA951D403FA0445...
Mark Perez, Deputy City Clerk

Date: 3/6/2024

Approved as to form:

DocuSigned by:
By: Roxanne Diaz
A7800E5CA8A241F...
Roxanne Diaz, City Attorney

Date: 3/6/2024

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EXHIBIT A

"Scope of Services"

Consultant: **Kabbara Engineering**

Sub-Consultants: **On-Point Land Surveying, Inc.; Fenagh Engineering and Testing; General Technologies and Solutions, LLC**

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.

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.

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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;

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.

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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 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.

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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.

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.

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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.

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,

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reclaimed water pipeline, recycled water related planning and design, etc., intersection modifications, and sidewalk improvement projects (ADA compliance).

Surveying Services

a. Perform surveys conforming to the requirements of the Land Surveyors Act and Caltrans Survey manual.

b. Provide design, construction, and as-built surveys, preparation of legal description and plat maps, monument preservation/recordation and other surveying services.

c. Establish horizontal and vertical control bases using benchmarks and datum that is common for Los Angeles County Cities.

d. Perform aerial photogrammetry.

e. Use aerial photogrammetry or field survey data to prepare base maps.

f. Prepare topographic maps with elevations contours and spot elevations shown.

g. Research and provide on maps and surveys street centerlines and right-of-way boundaries.

h. Survey and prepare plats and legal descriptions with sketches for easement and property acquisition and lot line adjustments.

i. Provide surveys to support geotechnical investigations, utility locating, and the design of water, reclaimed water, water reclamation, streets, site developments, and electrical systems.

j. Reset survey monuments disturbed or removed during construction and identify the hours separately on work performed.

k. Provide field staking and cut sheets for construction projects.

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.

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

e. Perform constructability reviews.

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

g. Attend City Council and Commission meetings.

h. Attend staff and community meetings.

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

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

k. Recommend regulations and ordinances pertaining to engineering matters.

l. Provide advice and recommendations regarding public works activities.

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

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

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

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

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

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Committee (MSRC), Los Angeles County Metropolitan Transportation Authority (LACMTA), Metropolitan Water Distrcit (MWD), and San Gabriel Valley Council of Governments (SGVCOG).

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

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

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

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

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EXHIBIT B

(*Approved Fee Schedule*)

KABBARA ENGINEERING

CLASSIFICATION	HOURLY RATES
ENGINEERING	
Principal Engineer/Project Manager	**$ 190 per hour**
Project Engineer/Senior Engineer	**$ 185 per hour**
Traffic Engineer	**$ 185 per hour**
Quality Engineer	**$ 155 per hour**
Designer / Civil Engineer	**$ 140 per hour**
Junior Engineer	**$ 120 per hour**
CADD Operator	**$ 110 per hour**
SURVEYING	
Licensed Land Surveyor	**$ 185 per hour**
Survey Technician	**$ 145 per hour**
CLERICAL	
Clerical	**$ 80 per hour**

Note:

Kabbara Engineering considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling.

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On-Point Land Surveying Inc.

On-Point Land Surveying Inc. subcontracted services will be invoiced at cost plus ten percent (+10%). Prevailing wage rates are subject to change based on California Department of Industrial Relations Prevailing Wage Determinations.

ON POINT
LAND SURVEYING, INC.

1906 Orange Tree Lane, Suite 240 • Redlands, California 92373
(909) 792-2221 • (909) 784-1836 fax
office@onpointlandsurveying.com • www.onpointlandsurveying.com

RATES EFFECTIVE September, 2021

HOURLY RATE SCHEDULE (NON-PREVAILING WAGE)

OFFICE:

Research of Records/Drafting/Mapping	$120
Survey Calculations and Document Preparation	$120
Land Surveyor Review/Professional Services	$180

FIELD:

Survey Crew (4 hour Minimum)	$225
Survey Crew (Outside of normal hours of operation)	$290
Travel Time	$115

HOURLY RATE SCHEDULE (PREVAILING WAGE)

OFFICE:

Research of Records/Drafting/Mapping	$120
Survey Calculations and Document Preparation	$120
Land Surveyor Review/Professional Services	$180

FIELD:

Survey Crew (4 hour Minimum)	$240
Survey Crew (Outside of normal hours of operation)	$360
Travel Time	$120
Global Positioning Systems (GPS) Surveys	Estimates upon Request
GPS Receiver/Data Collector	$100/per Receiver per Day
RTK GPS System	$300 per Day
Utility Location Services	Estimates upon Request
Expert Witness/Testimony (Portal to Portal)	$300 per hour

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9070 Center Avenue, Rancho Cucamonga, CA 91730 Phone: 909.587.6374

9474 Chesapeake Drive, Suite 906, San Diego, CA 92123: Phone: 858.427.2200

Fenagh Engineering and Testing subcontracted services will be invoiced at cost plus ten percent (+10%). Prevailing wage rates are subject to change based on California Department of Industrial Relations Prevailing Wage Determinations.

*** FIELD INSPECTION SERVICES**	**HOURLY RATE**
Steel Visual Welding	$130.00
Steel Visual Bolting	$130.00
Nondestructive - UT, MT, PT	$134.00
Steel Visual/NDT Combination	$134.00
Concrete ACI Sampling	$124.00
Batch Plant Inspection	$124.00
Concrete ICC/ACI-II (Rebar/Placement)	$130.00
Concrete PT	$130.00
Masonry	$130.00
Fireproofing (Thickness/Density)	$130.00
Firestopping/Fire-safing	$130.00
Soil Technician w/Nuclear Gauge and/or Sand Cone (Portal to Portal)	$124.00
Asphalt Technician w/Nuclear Gauge (Portal to Portal)	$124.00
Roofing & Weatherproofing/Waterproofing	$124.00
Structural Wood Framing	$124.00
Shotcrete	$124.00
Fiber Reinforced Concrete (FRP)	$130.00
Lead/Multi-Disciplined Inspector	$134.00
Specialty Inspector where certification not above is required	$124.00
Certified Cal OSHA Tower Inspector	$145.00
Quality Control Manager	$145.00
ASNT Level III	$145.00
Laboratory Technician/Sample Runner	$85.00
Project Coordinator	$87.00
Technician Typist	$87.00

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**PROFESSIONAL SERVICES	HOURLY RATE
Principal Engineer (Civil/Structural)	$234.00
Geotechnical Engineer	$189.00
Consulting Engineer (Envelope)	$159.00
Associate Engineer, Licensed	$159.00
Project Geologist	$159.00
Project Manager	$181.00
Staff Engineer	$159.00
Field Supervisor	$135.00

**SPECIAL SERVICES	HOURLY RATE
Portable and Mobile Laboratories, Concrete and Soils	QOR
Off-Site Structural Steel or Precast Fabrication	$124.00
Epoxy Bolt Proof Load/Pull Testing	$124.00
Expansion Anchor Proof Load/Torque Testing	$124.00
Coring, 1 Person (including equipment)	$192.00
Coring, 2 Persons (including equipment)	$384.00
Engineering Project Research	QOR
Skidmore-Wilhelm Equipment Fee Per Hour	$80.00
Geotechnical Site Investigations/Foundation Reports	$8,025.00
Rebound Hammer, Schmidt Hammer, Windsor Probe - Equipment Fee Per Hour	$275.00
Floor Flatness Testing FF/FL - (Equipment Fee $100/Hour)	$225.00
Floor Flatness Testing FF/FL - Report Fee	$350.00
Measuring Moisture Vapor Emission Rate (Calcium Chloride) - $83/KitASTM F1869	$123.00
Relative Humidity Testing - ($91/kit)ASTM F2170	$123.00
GPR (Ground Penetrating Radar) - Equipment Fee $175/Hour	$294.00
Concrete Crack Gauge Monitoring	$375.00
Building Evelope - Air Leakage Rate by Fan PressureASTM E779	$803.00
Water Penetration of Windows, Skylights, Doors and Curtain Walls by Uniform or Cyclic PressureASTM E1105	$450.00
Air and Water Infiltration Leakage TestingAMMA 501.2	$450.00
Electronic Leak Detection of Roof (Vector Mapping)	QOR
Air Content Test Equipment	$107.00
Slump & Temperature Equipment	$107.00
Fireproof Density and Adhesion/Cohesion Inspection Kit	$107.00
Dynamic Cone Penetrometer (DCP)	QOR
Gamma Gamma/ Cross Hole Sonic Logging (CSL) Testing	$450.00
Administration, Accounting, Special Projects, Notary, Certified Payroll	$87.00
Concrete/Grout/Mortar Mix Design Review (less than 48 hours notice - $500)	$375.00
Welding Procedure Review (less than 48 hours notice - $500)	$375.00
Welder Qualification Test RecordAWS	$1,070.00

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Geotechnical Pad Letter (less than 48 hours notice - $2,000)	$1,605.00
Final Letter (less than 48 hours notice - $2,000)	$1,605.00
Expert Witness Court appearance, per day	$2,568.00

* Field inspection services will be billed in accordance with minimums shown on Basis of Charges.
**Professional engineering services and laboratory technician services will be billed at actual time.
*** All plant inspections are located within 50 miles of the project location. Steel shops will be AISC certified and concrete plants will be PIC certified.
**** Two inspections performed by the same inspector during a site visit will be billed at the combination rate.
***** Three or more inspections performed by the same inspector during a site visit will be billed at the multi-disciplined rate.

**MISCELLANEOUS CHARGES - Only Where Applicable	RATE
Notary Services Fee	$25.00/each
Facsimile Charges. Plus $1.00/page (n/c for cover page)	$5.00 minimum
Wireless Router/Data Card for Jobsite Internet	$100.00/day
Parking Fees	At Cost
Air Travel	Cost Plus 5%
Outside Services	Cost Plus 20%
Per Diem	$125.00/day
Mileage	Standard Federal Rate
Sample Pickup	$40.00/Each
Weekend Sample Pickup	$75.00/hour
Project Administration	10% of Mnthly Invoice
Samples Made by Others	$110 + Test Cost
Laboratory Sample Witness Fee	$100.00
EZ Cure Boxes (Thermostatically Controlled Curing Boxes)	QOR
Returned Check Fee	$100.00
Expedited Dispatch Request (inspections scheduled less than 12 hours notice)	1.5 X quoted hourly rate

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CONCRETE	National Standard	Rate/Each
Compressive Strength of Cylindrical Concrete Specimens (6x12)	ASTM C39	$32.00
Compressive Strength of Cylindrical Concrete Specimens (4x8)	ASTM C39	$32.00
Compressive Strength of Cylindrical Concrete Specimens (over 3500 psi)	ASTM C39	$91.00
Compressive Strength of Cylindrical Concrete Specimens (over 6000 psi)	ASTM C39	$123.00
Cylinder molds. 6” x 12” and 4" x 8" (Per Case)	ASTM C470	$64.00
Compressive Strength of Lightweight Insulating Concrete	ASTM C495	$70.00
Obtaining and Testing Sawed Beams and Drilled Cores of Concrete (cores)	ASTM C42	$68.00
Flexural Toughness of Fiber Reinforced Concrete (Round Panel)	ASTM C1550	$321.00
Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)	ASTM C78	$85.00
Length Change of Hardened Hydraulic-Cement Mortar and Concrete (Shrinkage 1 Sample)	ASTM C157	$107.00
Shotcrete Nozzleman Qualification	ACI 506, ASTM C42 and C1140	$321.00
Shotcrete Pre-Qualification Cores	ACI 506, ASTM C42 and C1140	$80.00
Shotcrete Production Cores	ASTM C1140	$80.00
Coefficient of Thermal Expansion	AASHTO T336	$385.00
Determining Density of Structural Lightweight Concrete (Cylinders)	ASTM C567	$79.00
Standard Specification for Concrete Made by Volumetric Batching and Mixing	ASTM C685	$829.00
Cement Quality Sampling		$626.00
Physical Testing of Gypsum, Gypsum Plasters and Gypsum Concrete	ASTM C472	$54.00
Splitting Tensile Strength of Cylindrical Concrete Specimens	ASTM C496	$85.00
Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression	ASTM C469	$278.00
Grab Sample, Sealing and Storing in a Humidity and Temperature Controlled Room		$214.00
Density of Hydraulic Cement	ASTM C188	$278.00
Testing of Controlled Low Strength Material (CLSM) Test Cylinders	ASTM D4832	$214.00
GFRC Pull Test	PCI	$535.00
GFRC Flexural Test	PCI	$535.00
Foaming Agents for Use in Producing Cellular Concrete Using Preformed Foam (Cell-Crete)	ASTM C796	$64.00
Petrographic Analysis		$3,745.00

MASONRY	National Standard	Rate/Each
Compressive Testing of Grout (Masonry)	ASTM C1019	$32.00
Compressive Strength of Hydraulic Cement Mortars Using 2" Cube Specimens	ASTM C109	$134.00
Compressive Strength of Masonry Prisms	ASTM C1314	$134.00
Testing Concrete Masonry Units and Related Units (Core Compression)	CBC 2105A.4	$109.00

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Compressive Strength of Molded Masonry Mortar Cylinders and Cubes (2" Sample)	ASTM C780 A7.6	$161.00
Testing Concrete Masonry Units (CMU) and Related Units (Full Unit)		$132.00
Linear Drying Shrinkage of Concrete Masonry Units (Per Unit)	ASTM C426	$288.00
Masonry Core Shear Testing		$268.00
Testing Concrete Masonry Units (Absorption, Moisture Content, Unit Weight)	ASTM C140	$173.00
Brick and Clay Tile (modulus of rupture, compression, saturation coefficient, suction rate, efflorescence) *Unusual sample preparation for brick specimen will be charged at the established hourly rate.	ASTM C67	$132.00
Mortar Molds. 2” x 4”. Single Use		$134.00
Mortar or Grout, Stored and Cured, Not Tested (including mold)		$134.00

AGGREGATES (SOILS AND CONCRETE)	**National Standard**	**Rate/Each**
Determining Sieve Analysis of Fine and Coarse Aggregates (Coarse Only)	ASTM C136	$161.00
Sieve Analysis of Fine and Coarse Aggregates (Fine Only)	ASTM C136	$27.00
Sieve Analysis of Fine and Coarse Aggregates (Wash Included)	ASTM C117	$81.00
Sieve Analysis of Fine and Coarse Aggregates (200 Wash Only)	ASTM C117	$161.00
Evaluating Cleanness of Coarse Aggregate		$230.00
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate	ASTM C88	$187.00
Unit Weight of Aggregate		$134.00
Clay Lumps and Friable Particles in Aggregates	ASTM C142	$161.00
Flat Particles, Elongated Particles or Flat and Elongated Particles in Coarse Aggregate	ASTM D4791	$201.00
Organic Impurities in Fine Aggregates for Concrete	ASTM C40	$104.00
Density, Relative Density(Specific Gravity), and Absorption of Coarse Aggregate	ASTM C127	$132.00
Density, Relative Density(Specific Gravity), and Absorption of Fine Aggregate	ASTM C128	$132.00
Resistance of Degradation of Small Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine	ASTM C131	$258.00
Percentage of Crushed Particles/Standard Test Method for Determining the Percentage of Fractured Particles in Coarse Aggregate	ASTM D5821	$173.00
Uncompacted Void Content of Fine Aggregate (as Influenced by Particle Shape, Surface Texture, and Grading)	ASTM C1252/AASHTO T304A	$268.00
Sand Equivalent Value of Soils and Fine Aggregate	ASTM D2419	$101.00
Flakiness Index of Coarse Aggregate		$187.00
Durability Index (Fine)	ASTM D3744	$111.00
Durability Index (Coarse)	ASTM D3744	$111.00
Durability Index (Fine and Coarse)	ASTM D 3744	$258.00
Lightweight Particles in Aggregate	ASTM C123/AASHTO T113	QOR
Resistance of Rock to Wetting and Drying	CRD-C169	$428.00

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SOILS	National Standard	Rate/Each
Direct Shear Test of Soils Under Consolidated Drained Conditions	ASTM D3080	$299.00
Caltrans Corrosivity Package		$216.00
Resistivity and pH Measurements of Soil and Water		$144.00
Determining Field and Laboratory Resistivity and pH Measurements for Soil and Water		$214.00
Soils and Waters for Sulfate Content		$161.00
Soils and Waters for Chloride Content		$161.00
Swell Test Under 60psf Surcharge (per SNV Amendments to IBC)	ASTM D2435 (Modified)	$187.00
Particle-Size Analysis of Soils (with Hydrometer)	ASTM D422	$230.00
Pore Water Extraction and Determination of the Soluble Salt Content of Soils by Refractometer	ASTM D4542	$589.00
Standard Test Method for Particle-Size Analysis of Soils (without Hydrometer)	ASTM D422	$482.00
Liquid Limit, Plastic Limit, and Plasticity Index of Soils	ASTM D4318	$146.00
Laboratory Compaction Characteristics of Soil Using Modified/Standard Effort	ASTM D1557/D698	$253.00
Field Density Test for Compaction		$214.00
Hydrometer Only	ASTM D422	$482.00
pH of Soils	ASTM D4972	$482.00
Determining the Resistance "R" Value of Treated and Untreated Bases, Subbases, and Basement Soils by the Stabilometer	ASTM D2844	$318.00
Laboratory Determination of Water(*moisture) Content of Soil and Rock by Mass	ASTM D2216	$40.00
Density of Soil in Place by the Drive-Cylinder Method	ASTM D2937	$51.00
Expansion Index of Soils	ASTM D4829	$204.00
Hydraulic Conductivity of Saturated Porous Materials Using a Flexible Wall Permeameter (Permeability)	ASTM D5084	$482.00
Lab Compaction Characteristics of Soil 1 Point Proctor (Check Point)	ASTM D698/D1557	$100.00
Maximum Index Density and Unit Weight of Soils Using a Vibratory Table	ASTM D4253	$321.00
Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density	ASTM D4254	$321.00
Density of Hydraulic Cement	ASTM C188	$294.00
Volatile Organic Content	EPA 8260B	QOR
Semi Volatile Organics by GC/Ms (Basic Target List)	EPA 8270C	QOR
Total Organic Carbon	ASTM 2974/EPA 5310Bm	QOR
ICP Metals Concentration	EPA 6020 - CAM/CCR 17	QOR
Total Extractable Petroleum Hydrocarbons: TPH, MTBE, Benzene,Toluene, Ethylbenzene, Zylenes, %SS	EPA 8015B	QOR
ICP Metals Concentration	EPA 6020	QOR
pH	EPA 9045D	$482.00
Sequential Batch Extraction of Waste with Acidic Extraction Fluid	ASTM D5284	QOR
Chromium Soluble	EPA 7196A	QOR
Moisture, Ash and Organic Matter of Peat and Other Organic Soils (Organic Content)	ASTM D2974	$86.00
Universal Soil Classification System (USCS) Test	ASTM D2487	$428.00

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California Bearing Ratio Test	ASTM D1883	$428.00
Unconfined Compressive Strength of Cohesive Soil	ASTM D2166	$186.00

ASPHALT	**National Standard**	**Rate/Each**
Bituminous Material Content of Asphalitic Concrete Mixtures By The Nuclear Method		$963.00
Quantitative Extraction of Bitumen from Bituminous Paving Mixtures (Solvent)	ASTM D2172	$803.00
Determining Low Temperature Performance Grade (PG) of Asphalt Binders	ASTM 6816	QOR
Thickness/Height of Compacted Bituminous Paving Mixture Specimens (Cores)	ASTM D3549	$268.00
Bituminous Mixtures Utilizing Four Inch Marshall Apparatus		$248.00
Method of Prep of Bituminous Mixture Test Specimens	ASTM D6926	$268.00
Bulk Specific Gravity and Density of Compacted Bituminous Mixtures (LTMD)	ASTM D1188 and D2726	$963.00
Indirect Tensile (IDT) Strength of Bituminous Mixtures (TSR)	ASTM D6931	QOR
Mechanical Size Analysis (Coarse and Fine) of Extracted Aggregate	ASTM D5444	$104.00
Marshall Stability and Flow of Bituminous Mixtures	ASTM D6927	$461.00
Theoretical Maximum Specific Gravity and Density (Rice)	ASTM D2041	$153.00
Swell of Bituminous Mixtures		$375.00
Moisture Vapor Susceptibility of Bituminous Mixtures/Moisture or Volatile Distillates in Asphalt	ASTM D1461	$910.00
Preperation of HMA Superpave Gyratory Compaction	AASHTO T312	$404.00
Determination of Voids in Compacted Bituminous Mixtures		$482.00
Determination of Asphalt Content of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307	$428.00
Determination of Asphalt Binder Content of Asphaltic Concrete Mixtures (RAP) by the Ignition Method		$428.00
Determination of Correction Factor of Bituminous Paving Mixtures by the Ignition Method	ASTM D6307	$288.00
Determination of Asphalt and Moisture Contents of Bituminous Mixtures by Microwave Oven		$57.00
Effect of Water on Compressive Strength of Compacted Bituminous Mixtures (Set of 6)	ASTM D1075	$2,140.00
Compressive Strength of Bituminous Mixtures	ASTM D1074	$268.00

METALS MATERIALS MECHANICAL TESTS	**National Standard**	**Rate/Each**
Mechanical Testing of Steel Products (General Tensile)	ASTM A370	$219.00
Fillet Weld Break Test for Qualification (Welding)	AWS B4.0	$134.00
Tension Testing of Metallic Materials (Welding Coupon Tensile)	ASTM E8, B557 and AWS B4.0	$348.00
Mechanical Testing of Steel Products (Couplers)	ASTM A370	$348.00
Impact Testing of Miniaturized Charpy V-Notch Specimens, Notched Bar Impact Testing of Metallic Materials	ASTM E2248 and ASTM E23	QOR
Testing, Practices, and Terminology for Chemical Analysis of Steel Products	ASTM A751	$321.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #3-#8	ASTM A370 and E290	$268.00

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Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #9-#11	ASTM A370 and E290	$321.00
Mechanical Testing of Steel Products & Bend Testing of Material for Ductility; #14+	ASTM A370 and E290	QOR
Mechanical Testing of Steel Products, Standard Specification for Steel Wire, Plain, for Concrete Reinforcement	ASTM A370, A82 and A185	$321.00
Guided Bend Test for Ductility of Welds, Mechanical Testing of Welds	ASTM E190 and AWS B4.0	$187.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Anchor Bolts Only (Tension and Yield)	ASTM F307, F1554 and F606	$375.00
Rockwell Hardness of Metallic Materials	ASTM E18	$107.00
Proof Test for Carbon and Alloy Steel (Nuts Only)	ASTM A194 or A563	$241.00
Radiographic Examination of Metallic Castings/Weldments	ASTM E94, E1030 and E1032	QOR
Macroetching Metals and Alloys	ASTM E340, E381 and AWS	$241.00
Determining the Mechanical Properties of Externally and Internally Threaded Fasteners, Washers, Direct Tension Indicators, and Rivets (HSB Assemblies)	ASTM F606	$268.00
Mechanical Testing of Steel Products (Terminators Tensile)	ASTM A370	$268.00
Steel Strand, Uncoated Seven-Wire for Prestressed Concrete	ASTM A416 and A1061	$1,070.00

OTHER MATERIALS MECHANICAL TESTS	**National Standard**	**Rate/Each**
Strength for Sewn or Bonded Seams of Geotextiles	ASTM D4884	$428.00
Tearing Strength of Fabrics by the Tongue (Single Rip) Procedure	ASTM D2261	$428.00
Breaking Strength and Elongation of Textile Fabrics (Grab Test)	ASTM D5034	$375.00
Tensile Properties of Fiber Reinforced Polymer Matrix Composite Bars (FRP)	ASTM D3039	$600.00
Moisture Content of Non-Typical Materials	ASTM C566	$268.00
Aluminum Oxide Content	ASTM C25	$803.00
Viscosity of Non-Typical Materials	ASTM D2196	$482.00
Plastic Ultimate Tensile	ASTM D638	$375.00

FIREPROOFING	**National Standard**	**Rate/Each**
Thickness and Density of Sprayed Fire-Resistive Material (SFRM)	ASTM E605	$82.00
Cohesion/Adhesion of Sprayed Fire-Resistive Materials (Test Kit Only)	ASTM E736	$85.00

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General Technologies and Solutions, LLC

11900 W Olympic Blvd, Suite 450, Los Angeles, CA 90064

Phone: +1 213 267 2332 | Fax: +1 213 318 0744

info@gentecsol.com | www.gentecsol.com

General Technologies and Solutions, LLC subcontracted services will be invoiced at cost plus ten percent (+10%). Prevailing wage rates are subject to change based on California Department of Industrial Relations Prevailing Wage Determinations.

LABOR CATGEORY/GRADE	HOURLY RATES
Project Admin / CAD / Graphics (L1)	$90 per hour
Project Admin / CAD / Graphics (L2)	$115 per hour
Project Admin / CAD / Graphics (L4)	$145 per hour
Engineer / Planner / Analyst (L1)	$125 per hour
Engineer / Planner / Analyst (L2)	$145 per hour
Engineer / Planner / Analyst (L3)	$165 per hour
Engineer / Planner / Analyst (L4)	$185 per hour
Engineer / Planner / Analyst (L5)	$195 per hour
Engineer / Planner / Analyst (L6)	$205 per hour
Principal L7	$225 per hour

Notes: Mileage is charged per the maximum allowable IRS rate. Other expenses (surveys, printing, etc.) will be charged at actual cost.

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EXHIBIT C

TASK ORDER NO. [NUMBER]

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

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

RECITAL

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

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

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

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

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

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

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

"Consultant"
[COMPANY]

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 14

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: H. Ted Gerber, Public Works Director

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

Recommendation

It is recommended that the City Council:

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

Executive Summary

This agenda item requests City Council approval for two actions concerning the maintenance of South Pasadena's traffic signals and streetlights. First, it seeks approval of a three-year Maintenance Services Agreement with Yunex, LLC, not to exceed $195,000 per fiscal year, covering Fiscal Year 2024-25 through 2026-27. Yunex, LLC, a long-time service provider, is well-qualified to maintain the City’s traffic management infrastructure.

Second, it seeks approval of an amendment to the Fiscal Year 2023-24 agreement to authorize payment of $77,893.45 for services that exceeded the original contract value due to an earlier contract expiration.

These actions will ensure continued, reliable maintenance of the City’s 33 traffic signals and approximately 800 streetlights, with funding already allocated in the City's budget.

Background

The City of South Pasadena owns and operates 33 traffic signals and approximately 800 streetlights, all of which require regular inspection and maintenance to ensure proper functionality and safety. The City has been engaged in a long-standing relationship with

Yunex, LLC (formerly Signal Maintenance, Inc.) for the provision of these services. The relationship began in 1987 when the City first contracted with Signal Maintenance, Inc. Over the years, the company underwent several changes in business entity and name, eventually becoming Yunex, LLC, a Siemens business.

Since 2012, the City has continued to rely on Yunex's services on a month-to-month basis. In 2022, the City Council approved a short-term agreement with Yunex, LLC to allow for an evaluation of options for a multi-year maintenance agreement. Although City staff perform some routine maintenance tasks, the complexity and scope of many necessary repairs, particularly following incidents like traffic signal damage due to vehicle collisions, exceed the City's internal capacity. As a result, contracting with a specialized vendor like Yunex is essential for the continued maintenance and repair of the City's traffic signals and streetlights.

In an effort to secure cost-effective and reliable services, the City utilized a competitive bidding process conducted by the neighboring City of Glendale during Fiscal Year 2023-24. This process identified Yunex as a highly qualified service provider, familiar with South Pasadena's traffic and streetlight systems and offering services at a fair and reasonable price. Given the specialized nature of the work and the company's longstanding history with the City, Yunex remains the preferred vendor for these essential services.

This proposed agreement with Yunex, LLC will cover maintenance services for Fiscal Year 2024-2025 through 2026-2027, with an annual not-to-exceed amount of $195,000, allowing the City to address both routine maintenance and critical deferred tasks.

Analysis

The maintenance and repair of traffic signals and streetlights require specialized expertise not readily available within the City's existing workforce. This specialized work includes complex tasks such as repairing traffic signals damaged in vehicle collisions and conducting thorough inspections and maintenance that go beyond the routine capabilities of City staff. Given the technical demands and safety implications, it is important to partner with a qualified vendor.

To identify a suitable service provider, the City leveraged a recent competitive bidding process conducted by the neighboring City of Glendale in Fiscal Year 2023-2024. The City of Glendale's procurement process, which meets or exceeds the standards set by South Pasadena, involved a comprehensive request for proposals (RFP) that was published in a newspaper of general circulation. This RFP attracted three proposals, which were thoroughly evaluated based on criteria including qualifications, experience, understanding of the scope, methodology, budget control, and cost.

Yunex, LLC emerged as the most qualified and cost-effective option through this competitive process. The company, which already provides similar services to over 138 agencies, has extensive experience in maintaining and repairing traffic signal and streetlight systems. Yunex's familiarity with South Pasadena's infrastructure, including its historical and ongoing challenges, further positions the company as the best choice to continue these essential services.

The proposed agreement with Yunex, LLC, with an annual not-to-exceed amount of $195,000, not only covers routine maintenance but also allocates funding to address critical deferred maintenance tasks. These tasks, such as repairing loop detection systems that allow traffic signals to detect waiting vehicles, are vital to improving the overall functionality and safety of

the City's traffic management infrastructure.

This agreement includes an automatic extension provision, allowing the contract to be renewed for two additional one-year terms unless the City opts out with a 60-day notice prior to the expiration of the initial term. This structure provides the City with both flexibility and continuity in maintaining essential traffic and streetlight systems.

Additionally, the approval of the first amendment to the Fiscal Year 2023-2024 agreement is necessary to facilitate payment for services that exceeded the original contract value due to the interim contract expiration. This amendment ensures that all outstanding obligations to Yunex are fulfilled, maintaining the City's strong working relationship with the vendor and ensuring uninterrupted service.

Fiscal Impact
Adequate funding of $195,000 for traffic signal and streetlight maintenance services has been adopted in the Fiscal Year (FY) 2024-2025 Budget under Lighting and Landscape Maintenance District (LLMD) funding, including Traffic Signals Contract Services Account No. 215-6010-6115-8180-000, which provides funds for monthly inspection, maintenance, and testing of the traffic signal system ($135,000) and signal knockdown repairs ($40,000), as well as LLMD Street Lighting Special Department Expenses Account No. 215-6010-6201-8020-000, which provides funds for signal knockdown materials ($10,000) and street light maintenance ($10,000). Adequate funding is also adopted in the FY 2023-2024 Budget, though the account distribution is slightly different, for the payment of remaining FY 2023-2024 invoices.

Key Performance Indicators and Strategic Plan
This item is related to traffic signal and streetlight maintenance and is not associated with a specific Key Performance Indicator.

Commission Review and Recommendation
This item was not reviewed by a 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 Maintenance Agreement with Yunex, LLC for FYs 2025, 2026, & 2027
Attachment No. 2 - Proposed Amendment to Maintenance Agreement with Yunx, LLC for FY 2024

MAINTENANCE AGREEMENT
Providing Payment of Prevailing Wages

(City of South Pasadena / Yunex, LLC)

1. IDENTIFICATION

This MAINTENANCE AGREEMENT ("Agreement") is entered into by and between the City of South Pasadena, a California municipal corporation ("City"), and **Yunex, LLC, a traffic systems maintenance contractor** ("Contractor").

2. RECITALS

2.1. City has determined that it requires the following recurring maintenance services from a contractor: **Traffic Signal and Streetlight Inspection, Maintenance, and Repair**.

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

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

3. DEFINITIONS

3.1. "Scope of Services": Such maintenance services as are set forth in S**cope of Services attached hereto as Exhibit A** and incorporated herein by this reference.

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 Contractor

3.3. "Maximum Amount": The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is **One-Hundred-and-Ninety-Five Thousand Dollars ($195,000.00) in Fiscal Year 2024-2025, One-Hundred-and-Ninety-Five Thousand Dollars ($195,000.00) in Fiscal Year 2025-2026, and One-Hundred-and-Ninety-Five Thousand Dollars ($195,000.00) in Fiscal Year 2026-2027**.

3.4. "Commencement Date": **August 21, 2024**.

3.5. "Termination Date": **June 30, 2025**. The term of this agreement shall be extended automatically up to two (2) times for an additional twelve (12) month period, to June 30, 2026, and June 30, 2027, respectively, unless the City, under its sole discretion, informs Contractor that it has decided to opt out of such automatic extension by providing written notice no later than sixty (60) days prior to expiration.

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 15 ("Termination") below.

5. CONTRACTOR'S DUTIES

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

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

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

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

5.5. **Professional Standards.** Contractor shall perform all work to the highest standards of Contractor's profession and in a manner reasonably satisfactory to City. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of

Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

5.6. Appropriate Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Contractor or under its supervision or by subcontractor(s) of Contractor, and all personnel engaged in the work shall be qualified to perform such services. **Joshua Ferras, Project Manager** shall be Contractor's project administrator and shall have direct responsibility for management of Contractor's performance under this Agreement. No change shall be made in Contractor's project administrator without City's prior written consent.

5.7. Prevailing Wages. This Agreement is subject to the prevailing wage law as more fully set forth in Section 8 (Labor Code), for all work performed under this Agreement for which the payment of prevailing wages is required under the California Labor Code. In particular, Contractor acknowledges that prevailing wage determinations are available for work performed under this Agreement.

5.8. Permits and Approvals. Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary, if any, for Contractor's performance of this Agreement including, but not limited to, professional licenses and permits.

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

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

6. SUBCONTRACTING AND ASSIGNMENT

6.1. General Prohibition On Assignment. This Agreement covers services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or

transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.

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

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

6.4. Compensation for Subcontractors. Contractor shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

7. COMPENSATION

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

7.2. Invoices. Contractor shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. Contractor shall include a copy of each subcontractor invoice, if any, for which reimbursement is sought in the invoice.

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

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

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

8. LABOR CODE

8.1. **Prevailing Wage Law.** Prevailing Wage Law. This Agreement is subject to the requirements of the prevailing wage laws, including, but not limited to, Labor Code Section 1720 et seq., and Labor Code Section 1770 et seq., as well as Code of Regulations, Title 8, Section 16000 et seq., which require payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor shall defend, indemnify, and hold harmless City, and its officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of failure or alleged failure of Contractor to comply with such prevailing wage laws.

8.2. **Payment of Prevailing Wages.** Contractor shall pay the prevailing wage rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, the Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification.

8.3. **Forfeiture.** Contractor shall forfeit as a penalty to City Two Hundred Dollars ($200.00), or any greater penalty provided in the Labor Code, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done under this Agreement employed in the performance of the Scope of Services by Contractor or by any subcontractor of Contractor in violation of the provisions of the Labor Code. In addition, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

8.4. **Apprentices.** Contractor shall comply with the provisions of Labor Code 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code 1777.5.

8.5. **Payroll Records.** Pursuant to Labor Code 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Labor Code 1811 and Labor Code 1815 for any work performed by his or her

employees on the public works project. The payroll records shall be certified and shall be available for inspection at all reasonable hours as required by Labor Code 1776.

8.6. 8-Hour Work Day. This Agreement is subject to 8-hour work day and wage and hour penalty laws, including, but not limited to, Labor Code 1810 and Labor Code 1813. Contractor and any subcontractor(s) of Contractor shall strictly adhere to the provisions of the Labor Code regarding 8-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Pursuant to the Labor Code, eight hours' labor shall constitute a legal day's work. Work performed by Contractor's employees in excess of eight hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City $25.00, or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

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

9. OWNERSHIP OF WRITTEN PRODUCTS

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

10. RELATIONSHIP OF PARTIES

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

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

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

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

11. INDEMNIFICATION

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

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

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

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

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

11.6. Waiver of Statutory Immunity. The obligations of Contractor under this Section 12 are not limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City.

11.7. Indemnification by Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 12 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Contractor's behalf.

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

12. INSURANCE

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

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 Contractor's obligation to provide them. Contractor shall file with City:

- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: **Traffic Signal and Streetlight Inspection, Maintenance, and Repair**.
- 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 required insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: $2,000,000 per occurrence, $4,000,000 aggregate

- General Liability:
  - General Aggregate: $4,000,000
  - Products Comp/Op Aggregate $4,000,000
  - Personal & Advertising Injury $2,000,000
  - Each Occurrence $2,000,000
  - Fire Damage (any one fire) $ 100,000
  - Medical Expense (any 1 person) $ 10,000

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

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

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

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

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

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

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

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

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

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

Pasadena, Attn: Risk Management, 1414 Mission Street, South Pasadena, CA 91030.

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

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

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

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

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

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

13. MUTUAL COOPERATION

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

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

14. NOTICES

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

If to City:

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

If to Contractor:

Joshua Ferras
Yunex, LLC
1026 E. Lacy Avenue
Anaheim, CA 92805
Telephone: (951) 784-6600
Facsimile: (714) 284-1150

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

Invoices shall be submitted electronically to PWAP@southpasadenaca.gov

15. SURVIVING COVENANTS

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

16. TERMINATION

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

16.2. Contractor Termination. Contractor may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

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

16.4. Remedies. City retains any and all available legal and equitable remedies for Contractor's breach of this Agreement.

17. INTERPRETATION OF AGREEMENT

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

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

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

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

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

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

18. GENERAL PROVISIONS

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

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

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

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

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

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

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

18.8. Waiver. No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Contractor of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.

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

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

18.11. Attorneys' Fees. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, each party shall pay its own costs, including any accountants' and attorneys' fees expended in the action.

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

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

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

"Contractor"
Yunex, LLC

By:_____
Signature

Printed: Joshua Ferras

Title: Project Manager

Date:_____

By:_____
Signature

Printed: _____

Title: _____

Date:_____

Attest:

By:_____

Amber Tardif, Deputy City Clerk

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

WORKER'S COMPENSATION INSURANCE ACKNOWLEDGEMENT

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

Date:_____ _____

Signature

_____

Printed Name

_____

Title

Exhibit A

- Furnish all tools, equipment, apparatus, facilities, labor, service and materials, and perform all work necessary to maintain traffic signal and related facilities.
- Inspect, clean, and/or adjust each traffic signal control unit once per month. Maintain a record in each controller cabinet including date and time, work performed, and any other relevant information or settings.
- Repair traffic signal systems when signal failure or malfunction occurs.
- Perform preventative maintenance to avoid signal failure or malfunction.
- Replace all traffic signal lamps when reaching 80% of useful life, but not more than a 12-month frequency, using standard traffic signal lamps compatible with traffic signal systems.
- Furnish spare control units or other equipment as needed. Controller units shall not be replaced, except temporarily for repair, without prior approval of the City.
- Clean, polish, and inspect all lenses and reflectors, at the time traffic signals are re-lamped.
- When servicing traffic signal systems, replace or change broken, deteriorated, or deteriorated parts as necessary.
- Provide 24-hour / 7 day-per week emergency on-call services, including holidays, to respond to emergency calls in a time not-to-exceed (2) hours from being notified of required repair.
- Provide traffic control/lane closures that conform to the California Manual of Uniform Traffic Control Devices (CAMUTCD), latest version.
- Inspect, maintain, and/or repair other equipment and appurtenances such as safety lighting, street name signs, street lighting, pedestrian signals, flashing beacon and detector devices, fiber-optic communication systems, and streetlights as requested by the City.

List of Traffic Signals Maintained by City of South Pasadena

- Fair Oaks Ave. / Bank St.
- Fair Oaks Ave. / Raymond Hill Rd. / Columbia St.
- Fair Oaks Ave. / Hope St.
- Fair Oaks Ave. / Mission St.
- Fair Oaks Ave. / El Centro St.
- Fair Oaks Ave. / Oxley St.
- Fair Oaks Ave. / Monterey Rd.
- Fair Oaks Ave. / Rollin St.
- Fair Oaks Ave. / Oak St.
- Fair Oaks Ave. / Huntington Dr.
- Fair Oaks Ave. / State St.
- Huntington Dr. / Fremont Ave.
- Huntington Dr. / Marengo Ave.
- Huntington Dr. / Fletcher Ave.
- Fremont Ave. / Maple St.
- Fremont Ave. / Oak St.
- Fremont Ave. / Rollin St.
- Fremont Ave. / Bank St.
- Fremont Ave. / Monterey Rd.
- Fremont Ave. / El Centro St.
- Fremont Ave. / Mission St.
- Fremont Ave. / Grevelia St. (Gold Line Crossing)
- Mission St. / Garfield Ave.
- Mission St. / Orange Grove Ave.
- Mission St. / Meridian Ave. (Gold Line Crossing)
- Mission St. / Grand Ave.
- Monterey Rd. / Via Del Rey
- Monterey Rd. / Orange Grove Ave.
- Monterey Rd. / Diamond Ave.
- Monterey Rd. / Meridian Ave.
- Monterey Rd. / Indiana Ave.
- Monterey Rd. / Pasadena Ave. (Gold Line Crossing)
- Pasadena Ave. / Arroyo Verde Rd.

Exhibit B

Yunex, LLC Traffic Signal Maintenance Services Rates

1. Labor

Item #	Item Description	Unit	Quantity	Hourly Rate	Overtime Rate	Premium
1.1	Foreman	HR	1	$150.00	$175.00	$210.00
1.2	Traffic Signal Electrician	HR	1	$135.00	$160.00	$205.00
1.3	Traffic Signal IMSA Certified Technician	HR	1	$135.00	$160.00	$205.00
1.4	Laborer	HR	1	$115.00	$150.00	$200.00
1.5	Engineering Technician	HR	1	$160.00	$195.00	$230.00

2. Equipment

Item #	Item Description	Unit	Quantity	Unit Price
2.1	Pickup Truck	HR	1	$30.00
2.2	Bucket Truck	HR	1	$40.00
2.3	Service Truck w/ generator and tools	HR	1	$50.00
2.4	Crane	HR	1	$65.00
2.5	Saw Truck w/ saw	HR	1	$50.00
2.6	Arrow board	HR	1	$10.00
2.7	Compressor	HR	1	$10.00

3. Materials

Item #	Item Description	Unit	Quantity	Total Price
3.1	Material plus mark-up	LS	1	**Material cost plus 15% mark-up**

4. Maintenance

Item #	Item Description	Unit	Quantity	Unit Price
4.1	Intersection per month	EA	32	**$75.00**
4.2	Lighted Crosswalk	EA	1	**$40.00**

Above rates are valid July 1, 2023 though June 30, 2024, thereafter, the rates may be adjusted once per year to a value not to exceed the Consumer Price Index for All Urban Consumers Series ID: CUURS49ASA0, Not Seasonally Adjusted, All Items, Los Angeles-Long Beach-Anaheim, CA as maintained and published by the United States Bureau of Labor Statistics, or its successor index, with the calculation considered for the immediately previous twelve-month period (April through March).

FIRST AMENDMENT TO MAINTENANCE AGREEMENT

THIS AMENDMENT ("Amendment") is made on this 21st day of August 2024, by and between the CITY OF SOUTH PASADENA ("CITY") and YUNEX, LLC ("CONTRACTOR').

RECITALS

WHEREAS, on June 7, 2023, the CITY and CONSULTANT entered into an MAINTENANCE AGREEMENT ("Agreement") for CONTRACTOR to provide services related to traffic signal and streetlight inspection, maintenance, and repair; and

WHEREAS, the original Agreement was in the amount of $75,000, and was intended to be an interim agreement until a multi-year service agreement for traffic signal and streetlight inspection, maintenance, and repair was implemented; and

WHEREAS, the CITY desires to execute the first amendment to extend the termination date and maximum amount of the Agreement in order to facilitate payment for services rendered in the remainder of Fiscal Year 2023-2024.

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

1. That Section 3.3 "Maximum Amount" of the Agreement is hereby amended to read as follows:
   The highest total compensation and costs payable to Contractor by City under this Agreement. The Maximum Amount under this Agreement is One-Hundred-and-Thirty-Thousand Dollars ($130,000.00).

2. That Section 3.5 "Termination Date" of the Agreement is hereby amended to read as follows:
   "Termination Date": June 30, 2024.

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

"City"
City of South Pasadena

By:_____
Signature

Printed:_____

Title:_____

Date:_____

"Contractor"
Yunex, LLC

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Attest:

By:_____
Amber Tardif, Deputy City Clerk

Date:_____

By:_____
Signature

Printed:_____

Title:_____

Date:_____

Approved as to form:

By:_____
Roxanne Diaz, City Attorney

Date:_____

City Council Agenda Report

ITEM NO. 15

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Brian Solinsky, Chief of Police
Davit Ghazaryan, Management Analyst

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

Recommendation

It is recommended that the City Council:

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

Background

On June 5, 2024, the City Council approved the purchase of various Motorola radios, including forty APX 8000 All Band Handheld Radios for $395,079.60, ten APX 6000 Single Band Portable Radios for $69,569.90, and five APX 8500 All Band Mobile (Vehicle) Radios for $46,965.30. Additionally, the Council waived bidding requirements and authorized a single-source purchase in accordance with South Pasadena Municipal Code Section 2.99-29(19). Although sufficient funds were available in the Grant Revenue Account 272-0000-0000-5005-000 (Police Department's State Grant – COPS AB3229) for the purchase, staff inadvertently did not identify the specific expense account from which the funds would be drawn.

Analysis

In 2013, Motorola officially discontinued the XTS radio line, and by December 2018, they announced that both support and the availability of parts would also cease, marking the end of the radios' useful life. After this date, support for these radios will be severely limited, relying solely on existing parts and those that can be sourced from secondary markets. The South Pasadena Police Department's current radio equipment has reached this end-of-life stage and is no longer supported by Motorola. Furthermore, the existing radio system cannot be upgraded to Project 25 (P25), a digital communication standard crucial for seamless interoperability among federal, state, and local public safety agencies, thereby hindering effective communication with other agencies and mutual aid response teams.

Motorola Solutions remains the industry standard for public safety communications, offering proprietary hardware and software components available exclusively through them.

The acquisition of 40 Motorola APX 8000 portable radios, 10 Motorola APX 6000 single-band portable radios, and 5 Motorola APX 8500 all-band mobile radios will significantly enhance our public safety infrastructure. These radios will provide diverse communication options, ensure interoperability, enable location tracking and wireless device connectivity, and protect sensitive and confidential information.

Fiscal Impact
There will be no impact to the general fund. Funding for the purchase of the Motorola APX 8000, APX 6000 and APX 8500 handheld and mobile radios is available in Grant Revenue Account 272-0000-0000-5005-000 (Police Department's State Grant – COPS AB3229). An appropriation of funds in the amount of $562,964.72 from Grant Revenue Account 272-0000-0000-5005-000 (Police Department's State Grant – COPS AB3229) will be transferred to Expense Account 272-4010-4018-8520-000 (Equipment – AB 3229) to complete the purchase. No additional funds are needed.

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

City Council Agenda Report

ITEM NO. 16

DATE: September 4, 2024

FROM: Donald Penman, Interim City Manager

PREPARED BY: Sheila Pautsch, Community Services Director

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

Recommendation

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

Executive Summary

In Fiscal Year 2024-25, the City Council approved $25,000 to host a Multicultural Event. The Community Services Department solicited sponsorship from the community to help with the event's expenses and received $3,000. These funds were deposited into the Recreation Donation account and need to be appropriated in the City Council Special Department Expense account.

Background

The Community Services Department is responsible for hosting special events for the City of South Pasadena. The Multicultural Event was assigned to the Department by the City Manager at the request of Mayor Evelyn G. Zneimer. The event will feature a variety of cultural experiences, including food, arts, performances, and informational booths.

Analysis

The City will host its first-ever Multicultural Event on September 28, 2024. The event will feature live entertainment, food, arts and crafts, and activities that celebrate a variety of cultures. The event was envisioned by Mayor Evelyn Zneimer and is being organized by the Community Services Department. To help offset the cost of the event, the department solicited sponsorship from the community and received $3,000 in total.

Fiscal Impact

Funds in the amount of $25,000 are available for the event in the FY 2024-25 budget, account 101-1010-1011-8020. In addition, sponsorship funds have been collected in the amount $3,000 and will be allocated in the General Fund, City Council special department expenses account 101-1010-1011-8020 and the Miscellaneous Revenue account 101-0000-0000-5505-000.