



**CITY OF SOUTH PASADENA  
CITY COUNCIL**

**AGENDA**

**ADJOURNED REGULAR COUNCIL MEETING  
TUESDAY, SEPTEMBER 22, 2026, AT 7:00 PM**

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

**NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY**

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

Members of the public may comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item. Public Comment will be taken at the beginning of the meeting. The public will be released from the meeting so that the City Council may convene Closed Session discussion of items allowed under the Government Code. Any reportable action taken in Closed Session will be reported by the City Attorney during the next Open Session meeting. A separate Zoom link will be provided for the Open Session for the public to attend.

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](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](mailto: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. Meeting may be viewed at:  
<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](http://www.spectrumstream.com/streaming/south_pasadena/live.cfm)

**CALL TO ORDER:**

Mayor

Sheila Rossi

**ROLL CALL:**

Mayor

Sheila Rossi

Mayor Pro Tem

Omari Ferguson

Councilmember

Michael A. Cacciotti

Councilmember

Jon Primuth

Councilmember

Janet Braun

**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.

**1. PUBLIC COMMENT - GENERAL (NON-AGENDA ITEMS)****PRESENTATIONS****2. THROUGH THE DECADES LIBRARY CAMPAIGN PRESENTATION****CHANGES TO THE AGENDA****3. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA****CONSENT CALENDAR****OPPORTUNITY TO COMMENT ON CONSENT CALENDAR**

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

4. **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$76,233.23; GENERAL CITY WARRANTS IN THE AMOUNT OF \$3,055,384.67; ONLINE PAYMENTS IN THE AMOUNT OF \$31,323.23; VOIDS IN THE AMOUNT OF (\$0); PAYROLL IN THE AMOUNT OF \$1,263,265.98**

Recommendation

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

5. **CONSIDERATION OF APPROVAL OF THE REGULAR MEETING MINUTES FOR JULY 30, 2026 AND SEPTEMBER 2, 2026**

Recommendation

It is recommended that the City Council approve the minutes of the July 30, 2026, and September 2, 2026, Regular City Council Meetings.

6. **CONSIDERATION TO ADOPT RESOLUTION NO. 8028 AMENDING PART II, SECTION 4(C) OF THE PERSONNEL RULES & REGULATIONS TO DELEGATE LIMITED AUTHORITY TO THE CITY MANAGER TO APPROVE ADMINISTRATIVE AMENDMENTS TO CLASS SPECIFICATIONS**

Recommendation

Staff recommends that the City Council adopt Resolution No. 8028 amending *Part II, Section 4(C) of the City of South Pasadena Personnel Rules & Regulations* delegating authority to the City Manager to approve, revise, and amend class specifications for existing City positions, subject to the limitations set forth in the amended Section 4(C).

7. **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 8031 ADOPTING AN UPDATED CITY CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 7879**

Recommendation

It is recommended that the City Council adopt Resolution No. 8031, adopting an updated Conflict of Interest Code for the City of South Pasadena and rescinding Resolution No. 7879.

8. **CONSIDERATION TO ADOPT RESOLUTION NO. 8027 AMENDING THE CITY'S "TABLE OF ORGANIZATION" TO DELETE THREE (3) PART-TIME POLICE CADETS AND ADD ONE FULL-TIME POLICE CLERK II POSITION**

Recommendation

Staff recommends that the City Council adopt Resolution No. 8027 amending the City's "Table of Organization" to delete three (3) part-time Police Cadet positions and add one full-time Police Clerk II position for the Police Department.

9. **CONSIDERATION TO APPROVE AN AGREEMENT WITH AZTLAN ATHLETICS FOR AUDIO, STAGING, AND LIGHTING SERVICES FOR CITY SPONSORED EVENTS IN THE AMOUNT NOT TO EXCEED \$113,500**

Recommendation

It is recommended that the City Council authorize the City Manager to execute a three-

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year agreement with Aztlan Athletics for audio, staging, and lighting services for City sponsored events in the form approved by the City Attorney, with the option to extend the agreement for an additional two years, for a total contract amount not to exceed \$113,500.

**10. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL TO PREPARE A COMMUNITY RISK ASSESSMENT, STANDARDS OF COVER, AND STRATEGIC PLAN FOR THE FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$65,283**

Recommendation

It is recommended that the City Council:

1. Approve a professional services agreement with Emergency Services Consulting International in an amount not to exceed \$65,283 to prepare a Community Risk Assessment, Standards of Cover, and Strategic Plan for the Fire Department.
2. Authorize the City Manager to execute the agreement in the form approved by the City Attorney.

**11. CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE NORTH SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEMS DEPLOYMENT ON FAIR OAKS AVENUE PROJECT RABA01-5071 (024) IN AN AMOUNT NOT-TO-EXCEED \$758,526**

Recommendation

It is recommended that the City Council:

- a. Approve the selection of Willdan Engineering to provide Construction Management and Inspection services related to the North South Fair Oaks Corridor Intelligent Transportation Systems Deployment Project RABA01-5071 (024); and
- b. Authorize the City Manager to execute a Professional Services Agreement (Attachment No. 1), in final form approved by the City Attorney, with Willdan Engineering in an amount not-to-exceed \$758,526 (\$689,569 base fee, plus contingency in the amount of \$68,957).

**12. CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2421 AMENDING THE SOUTH PASADENA MUNICIPAL CODE RELATING TO CITY LIBRARY RULES AND ESTABLISHING AN ADMINISTRATIVE APPEAL PROCESS FOR SUSPENSION OF LIBRARY VISITATION PRIVILEGES**

Recommendation

It is recommended that the City Council adopt Ordinance No. 2421, included in this report as Attachment 1, amending the South Pasadena Municipal Code relating to the establishment and enforcement of library rules and establishing an administrative appeal process for the suspension of library visitation privileges.

**13. CONSIDERATION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL INC., FOR MUNICIPAL STAFFING SERVICES, IN AN AMOUNT NOT TO EXCEED \$50,500 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$313,500, AND TO EXTEND THE AGREEMENT THROUGH DECEMBER 31, 2026**



Recommendation

It is recommended that the City Council:

1. Approve an Amendment to the Professional Services Agreement with Robert Half International, Inc., to increase the compensation in the amount of \$50,500 annually and for a new total not-to-exceed amount of \$313,500, and extend the agreement through December 31, 2026; and
2. Authorize the City Manager, or designee, to execute the contract.

**14. CONSIDERATION OF APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR CONTINUED PARTICIPATION IN THE FRESH SGV REGIONAL FOOD RECOVERY PROGRAM.**

Recommendation

It is recommended that the City Council:

- a. Approve the Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) for the City's continued participation in the FRESH SGV Regional Food Recovery Program for the period November 1, 2026 through June 30, 2028; and
- b. Authorize the City Manager to execute the MOA, subject to approval as to form by the City Attorney, and to approve minor, non-substantive revisions necessary to complete the agreement; and
- c. Authorize expenditures totaling an estimated \$22,500 over the term of the MOA from the Environmental Services Special Department, Fund Account Number 101-6010-6015-8020-000 for Fiscal Year 2026-27 and Fiscal Year 2027-28 is subject to the annual budget process and the cost-reconciliation provisions of the MOA.

**15. CONSIDERATION OF APPROVAL OF A PURCHASE ORDER WITH TRAFFIC AND PARKING CONTROL CO., LLC FOR FLASHING LED TRAFFIC SIGNS IN THE NOT TO EXCEED AMOUNT OF \$89,941.48**

Recommendation

It is recommended that the City Council:

- a. Approve a purchase order with Traffic and Parking Control Co., LLC (TAPCO) (Attachment No. 1) in an amount not-to-exceed \$89,941.48 for the purchase of 80 solar-powered flashing LED traffic sign assemblies, poles, and related mounting hardware through OMNIA Partners Contract No. 2020-200; and
- b. Authorize the City Manager to execute the purchase order and all related documents, in a form approved by the City Attorney.

|                       |
|-----------------------|
| <b>PUBLIC HEARING</b> |
|-----------------------|

**16. CONTINUATION OF THE PUBLIC HEARING FOR A TRANSIT-ORIENTED DEVELOPMENT ALTERNATIVE PLAN PURSUANT TO SENATE BILL 79 (GOVERNMENT CODE SECTIONS 65912.155 ET SEQ.), TO A DATE UNCERTAIN**

Recommendation

It is recommended that the City Council:

1. Open the public hearing; and

2. Continue the public hearing concerning the proposed Transit-Oriented Development Alternative Plan Pursuant to Senate Bill 79 (Government Code Sections 65912.155 et seq.) and
3. Direct staff to republish the public hearing notice once a new hearing date is established.

## **ACTION/DISCUSSION**

### **17. CONSIDERATION OF DIRECTION ON THE DEVELOPMENT AND IMPLEMENTATION OF A CITY HOLIDAY LIGHTING CEREMONY, INCLUDING AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE ANY AGREEMENTS RELATED TO THE EVENT**

#### Recommendation

It is recommended that the City Council:

1. Provide direction to staff regarding whether the City should host and produce the 2026 Holiday Lighting Ceremony (Event);
2. Provide direction to staff regarding whether the City should rent or purchase an artificial holiday tree for the 2026 Event;
3. Authorize the City Manager to execute any necessary agreements and related documents associated with the 2026 Event; and
4. Provide additional direction to staff, as applicable.

## **PUBLIC COMMENT - CONTINUED**

### **18. 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**

### **19. COUNCILMEMBER COMMUNICATIONS**

### **20. CITY MANAGER COMMUNICATIONS**

## **ADJOURNMENT**

### **CERTIFICATION OF POSTING**

I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on September 22, 2026, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City, website as required by law, on the date listed below.

09/17/2026

/S/

Date

Nikima S. Newsome, Chief City Clerk



# City Council Agenda Report

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ITEM NO. 2

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:**

**SUBJECT:** THROUGH THE DECADES LIBRARY CAMPAIGN PRESENTATION

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# City Council Agenda Report

ITEM NO. 4

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** William Castrillon, Budget & Purchasing Manager

**SUBJECT:** **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$76,233.23; GENERAL CITY WARRANTS IN THE AMOUNT OF \$3,055,384.67; ONLINE PAYMENTS IN THE AMOUNT OF \$31,323.23; VOIDS IN THE AMOUNT OF (\$0); PAYROLL IN THE AMOUNT OF \$1,263,265.98**

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## Recommendation

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

## Executive Summary

Prepaid Warrants:

Warrant # 324148-324166, **\$29,860.52**

ACH: **\$46,372.71**

General City Warrants:

Warrant # 324167-324238, **\$907,599.56**

ACH: **\$2,147,785.11**

Online Payments: **\$31,323.23**

Regular Payroll Ending 8/28/2026: **\$1,263,265.98**

VOIDS: **(\$0)**

**Total: \$4,426,207.11**

## Analysis

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

## Explanation of Terms

Warrant – Directs the Finance Department to pay a sum of money out of the City's funds to bearer of claim/invoice (named individual, company) also known as a payable. The warrants

(payments) are only released after City Council approval.

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

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

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

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

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

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

Attachment:

[Attachment No. 1 - Warrant Summary](#)

[Attachment No. 2 - Prepaid Warrant List](#)

[Attachment No. 3 - General Warrant List](#)

[Attachment No. 4 - Online Payments](#)

[Attachment No. 5 - Payroll Report](#)

**City of South Pasadena  
Demand/Warrant Register  
Recap by fund**

|                                  | Fund No. | Date             | 9/22/2026                  |
|----------------------------------|----------|------------------|----------------------------|
|                                  |          | Amounts          |                            |
|                                  |          | Prepaid          | Written                    |
| General Fund                     | 101      | 29,642.08        | 246,040.44                 |
| Insurance Fund                   | 103      | -                | -                          |
| Street Improvement Program       | 104      | -                | 394,851.92                 |
| Facilities & Maintenance         | 105      | 3,577.47         | 46,167.17                  |
| Technology Surcharge Fund        | 106      | -                | -                          |
| Programs and Projects            | 107      | -                | -                          |
| Special Projects Fund            | 116      | -                | 935.00                     |
| Vehicle Replacement Fund         | 120      | -                | 16,839.06                  |
| Tree Replacement Fund            | 121      | -                | 848.00                     |
| Local Transit Return "A"         | 205      | 4.37             | 1,462.00                   |
| SLFRF Fund                       | 206      | -                | -                          |
| Local Transit Return "C"         | 207      | -                | -                          |
| TEA/Metro                        | 208      | -                | -                          |
| Sewer Fund                       | 210      | -                | 18,841.95                  |
| CTC Traffic Improvement          | 211      | -                | -                          |
| SB2 Planning Grant               | 213      | -                | -                          |
| Rogan HR5294 Grant               | 214      | -                | -                          |
| Street Lighting Fund             | 215      | 1,350.00         | 71,408.40                  |
| Public, Education & Govt Fund    | 217      | -                | -                          |
| Clean Air Act Fund               | 218      | -                | -                          |
| Business Improvement Tax         | 220      | -                | -                          |
| Gold Line Mitigation Fund        | 223      | -                | -                          |
| Mission Meridian Public Garage   | 226      | -                | -                          |
| Successor Agency to the CRA      | 227      | -                | -                          |
| Housing Authority Fund           | 228      | -                | -                          |
| State Gas Tax                    | 230      | 4.36             | 65,326.44                  |
| County Park Bond Fund            | 232      | -                | -                          |
| Measure R                        | 233      | -                | 4,944.21                   |
| Garfield Walkways State Grant    | 234      | -                | -                          |
| Measure M                        | 236      | -                | 4,944.21                   |
| Road Maint & Rehab (SB1)         | 237      | -                | -                          |
| MSRC Grant Fund                  | 238      | -                | 8,674.67                   |
| Measure W                        | 239      | -                | 314.00                     |
| Measure M MSP                    | 240      | -                | -                          |
| Measure H                        | 241      | -                | -                          |
| Prop C Exchange Fund             | 242      | -                | -                          |
| Measure R MIP                    | 243      | -                | -                          |
| Reimbursable Grant Fund          | 244      | -                | 13,608.73                  |
| Bike & Pedestrian Paths          | 245      | -                | -                          |
| BTA Grants                       | 248      | -                | -                          |
| Golden Street Grant              | 249      | -                | -                          |
| Measure A Grant                  | 251      | -                | -                          |
| Proposition 68 Grant             | 252      | -                | -                          |
| Affordable Housing Trust Fund    | 254      | -                | -                          |
| Capital Growth Fund              | 255      | -                | -                          |
| CDBG                             | 260      | -                | -                          |
| OTS Grant                        | 269      | -                | -                          |
| Asset Forfeiture                 | 270      | -                | -                          |
| Police Grants - State            | 272      | -                | -                          |
| Homeland Security Grant          | 274      | -                | -                          |
| Park Impact Fees                 | 275      | -                | -                          |
| Historic Preservation Grant      | 276      | -                | -                          |
| HSIP Grant                       | 277      | -                | -                          |
| Arroyo Seco Golf Course          | 295      | -                | -                          |
| State SR 710 LATIP               | 297      | -                | -                          |
| Sewer Capital Projects Fund      | 310      | -                | -                          |
| 400 Capital Improvement Program  | 400      | -                | -                          |
| Water Fund                       | 500      | 1,373.73         | 363,388.94                 |
| Water Efficiency Fund            | 503      | -                | -                          |
| 2016 Water Revenue Bonds Fund    | 505      | -                | 1,796,789.53               |
| SRF Loan - Water                 | 506      | -                | -                          |
| Water & Sewer Impact Fee         | 510      | -                | -                          |
| Public Financing Authority       | 550      | -                | -                          |
| Payroll Clearing Fund            | 700      | 40,281.22        | -                          |
|                                  |          | -                | -                          |
| <b>Column Totals:</b>            |          | <u>76,233.23</u> | <u>3,055,384.67</u>        |
| <b>City Report Totals:</b>       |          |                  | <u>3,131,617.90</u>        |
| Regular Payroll Ending 8/28/2026 |          |                  | 1,263,265.98               |
| Online Payments                  |          |                  | 31,323.23                  |
| Voids                            |          |                  | -                          |
| <b>Grand Report Total:</b>       |          |                  | <u><u>4,426,207.11</u></u> |

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Sheila Rossi, Mayor

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William Castrillon, Budget & Purchasing Manager

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Nikima Newsome, Chief City Clerk

## Accounts Payable

## Check Detail

User: tfernandez  
 Printed: 09/08/2026 - 3:31PM



| Check Number                   | Check Date                                          | Amount    |
|--------------------------------|-----------------------------------------------------|-----------|
| <b>AFLA7010 - AFLAC</b>        |                                                     |           |
| 0                              | 08/27/2026                                          |           |
| Inv 712704                     |                                                     |           |
| <u>Line Item Date</u>          | <u>Line Item Description</u>                        |           |
| 07/28/2026                     | Payment for Employee Optional Insurance - July 2026 | 693.35    |
| Inv 712704 Total               |                                                     | 693.35    |
| 0 Total:                       |                                                     | 693.35    |
| <b>AFLA7010 - AFLAC Total:</b> |                                                     | 693.35    |
| <b>AME0229 - Ameritas</b>      |                                                     |           |
| 0                              | 08/27/2026                                          |           |
| Inv Dental August 2026         |                                                     |           |
| <u>Line Item Date</u>          | <u>Line Item Description</u>                        |           |
| 08/01/2026                     | Payment for EE Dental Plan Premiums - August 2026   | 13,434.20 |
| Inv Dental August 2026 Total   |                                                     | 13,434.20 |
| Inv Dental July 2026           |                                                     |           |
| <u>Line Item Date</u>          | <u>Line Item Description</u>                        |           |
| 07/01/2026                     | Payment for EE Dental Plan Premiums - July 2026     | 12,910.60 |
| Inv Dental July 2026 Total     |                                                     | 12,910.60 |
| Inv Vision August 2026         |                                                     |           |
| <u>Line Item Date</u>          | <u>Line Item Description</u>                        |           |
| 08/01/2026                     | Payment for EE Vision Plan Premiums - August 2026   | 3,279.12  |
| Inv Vision August 2026 Total   |                                                     | 3,279.12  |
| Inv Vision July 2026           |                                                     |           |
| <u>Line Item Date</u>          | <u>Line Item Description</u>                        |           |
| 07/01/2026                     | Payment for EE Vision Plan Premiums - July 2026     | 3,112.60  |
| Inv Vision July 2026 Total     |                                                     | 3,112.60  |
| 0 Total:                       |                                                     | 32,736.52 |

| Check Number                                         | Check Date                                         | Amount    |
|------------------------------------------------------|----------------------------------------------------|-----------|
| <b>AME0229 - Ameritas Total:</b>                     |                                                    | 32,736.52 |
| <b>AT&amp;T5011 - AT&amp;T</b>                       |                                                    |           |
| 324148                                               | 08/27/2026                                         |           |
| Inv                                                  | 62644164973570                                     |           |
| <u>Line Item Date</u>                                | <u>Line Item Description</u>                       |           |
| 08/13/2026                                           | AN 626 441-6497 357 0 Serv 8/13 - 9/12 August 2026 | 4,223.13  |
| Inv 62644164973570 Total                             |                                                    | 4,223.13  |
| 324148 Total:                                        |                                                    | 4,223.13  |
| <b>AT&amp;T5011 - AT&amp;T Total:</b>                |                                                    | 4,223.13  |
| <b>ATCN9011 - AT&amp;T</b>                           |                                                    |           |
| 324149                                               | 08/27/2026                                         |           |
| Inv                                                  | 25717536                                           |           |
| <u>Line Item Date</u>                                | <u>Line Item Description</u>                       |           |
| 08/20/2026                                           | BAN 9391062308 Serv 7/20 - 8/19 August 2026        | 13,245.12 |
| Inv 25717536 Total                                   |                                                    | 13,245.12 |
| Inv 25717862                                         |                                                    |           |
| <u>Line Item Date</u>                                | <u>Line Item Description</u>                       |           |
| 08/20/2026                                           | BAN 9391081369 Serv 7/20 - 8/19 August 2026        | 86.04     |
| Inv 25717862 Total                                   |                                                    | 86.04     |
| 324149 Total:                                        |                                                    | 13,331.16 |
| <b>ATCN9011 - AT&amp;T Total:</b>                    |                                                    | 13,331.16 |
| <b>COBR7131 - The Advantage Group</b>                |                                                    |           |
| 0                                                    | 08/27/2026                                         |           |
| Inv                                                  | 199910                                             |           |
| <u>Line Item Date</u>                                | <u>Line Item Description</u>                       |           |
| 07/05/2026                                           | HRA Administration Fee - June 2026                 | 294.00    |
| Inv 199910 Total                                     |                                                    | 294.00    |
| 0 Total:                                             |                                                    | 294.00    |
| <b>COBR7131 - The Advantage Group Total:</b>         |                                                    | 294.00    |
| <b>CSDI6601 - Department of Industrial Relations</b> |                                                    |           |
| 324150                                               | 08/27/2026                                         |           |



| Check Number                                                | Check Date                                     | Amount   |
|-------------------------------------------------------------|------------------------------------------------|----------|
| Inv S 2238162 SB                                            |                                                |          |
| <u>Line Item Date</u>                                       | <u>Line Item Description</u>                   |          |
| 12/18/2025                                                  | Conveyance fees+ late fees for City Hall       | 1,350.00 |
| Inv S 2238162 SB Total                                      |                                                | 1,350.00 |
| 324150 Total:                                               |                                                | 1,350.00 |
| <b>CSDI6601 - Department of Industrial Relations Total:</b> |                                                | 1,350.00 |
| <b>HRSCHPIP - Hirsch Pipe &amp; Supply Co Inc.</b>          |                                                |          |
| 324154 08/27/2026                                           |                                                |          |
| Inv 1913139                                                 |                                                |          |
| <u>Line Item Date</u>                                       | <u>Line Item Description</u>                   |          |
| 06/11/2026                                                  | PD Restroom Toilet Valve Sensor                | 246.92   |
| Inv 1913139 Total                                           |                                                | 246.92   |
| 324154 Total:                                               |                                                | 246.92   |
| <b>HRSCHPIP - Hirsch Pipe &amp; Supply Co Inc. Total:</b>   |                                                | 246.92   |
| <b>MUTOMAHA - Mutual of Omaha Insurance Company</b>         |                                                |          |
| 324156 08/27/2026                                           |                                                |          |
| Inv 002178833184                                            |                                                |          |
| <u>Line Item Date</u>                                       | <u>Line Item Description</u>                   |          |
| 08/17/2026                                                  | Life and AD&D Insurance Bill - September 2026  | 3,117.80 |
| Inv 002178833184 Total                                      |                                                | 3,117.80 |
| 324156 Total:                                               |                                                | 3,117.80 |
| <b>MUTOMAHA - Mutual of Omaha Insurance Company Total:</b>  |                                                | 3,117.80 |
| <b>PARS2050 - Phase II Systems</b>                          |                                                |          |
| 0 08/27/2026                                                |                                                |          |
| Inv 60465                                                   |                                                |          |
| <u>Line Item Date</u>                                       | <u>Line Item Description</u>                   |          |
| 05/22/2026                                                  | Annual Asset Fee (prorated monthly) - May 2026 | 400.00   |
| Inv 60465 Total                                             |                                                | 400.00   |
| 0 Total:                                                    |                                                | 400.00   |
| <b>PARS2050 - Phase II Systems Total:</b>                   |                                                | 400.00   |

| Check Number                                                       | Check Date                                                     | Amount   |
|--------------------------------------------------------------------|----------------------------------------------------------------|----------|
| <b>PARS3011 - Phase II Systems a California Corporation</b>        |                                                                |          |
| 0                                                                  | 08/27/2026                                                     |          |
| Inv                                                                | PR 08.28.2026                                                  |          |
| <u>Line Item Date</u>                                              | <u>Line Item Description</u>                                   |          |
| 08/26/2026                                                         | PR Batch 82826.08.2026 PARS Employee Contribution              | 547.57   |
| 08/26/2026                                                         | PR Batch 82826.08.2026 PARS Employer Contribution              | 547.57   |
| Inv PR 08.28.2026 Total                                            |                                                                | 1,095.14 |
| 0 Total:                                                           |                                                                | 1,095.14 |
| <b>PARS3011 - Phase II Systems a California Corporation Total:</b> |                                                                | 1,095.14 |
| <b>PASADENA - Los Angeles Sheriff's Department</b>                 |                                                                |          |
| 324155                                                             | 08/27/2026                                                     |          |
| Inv                                                                | PR 08.28.2028                                                  |          |
| <u>Line Item Date</u>                                              | <u>Line Item Description</u>                                   |          |
| 08/26/2026                                                         | PR Batch 82826.08.2026 Garnishment Case#23NWLC28549 Eric C     | 152.70   |
| Inv PR 08.28.2028 Total                                            |                                                                | 152.70   |
| 324155 Total:                                                      |                                                                | 152.70   |
| <b>PASADENA - Los Angeles Sheriff's Department Total:</b>          |                                                                | 152.70   |
| <b>SCFT0000 - Franchise Tax Board</b>                              |                                                                |          |
| 324151                                                             | 08/27/2026                                                     |          |
| Inv                                                                | PR 08.28.2026                                                  |          |
| <u>Line Item Date</u>                                              | <u>Line Item Description</u>                                   |          |
| 08/26/2026                                                         | PR Batch 82826.08.2026 Garnish-Christopher Acc. No.211-23208-1 | 200.00   |
| Inv PR 08.28.2026 Total                                            |                                                                | 200.00   |
| 324151 Total:                                                      |                                                                | 200.00   |
| <b>SCFT0000 - Franchise Tax Board Total:</b>                       |                                                                | 200.00   |
| <b>SCFT0001 - Franchise Tax Board</b>                              |                                                                |          |
| 324152                                                             | 08/27/2026                                                     |          |
| Inv                                                                | PR 08.28.2026                                                  |          |
| <u>Line Item Date</u>                                              | <u>Line Item Description</u>                                   |          |
| 08/26/2026                                                         | PR Batch 82826.08.2026 Garnishment -Christiana Case #110254520 | 90.00    |
| Inv PR 08.28.2026 Total                                            |                                                                | 90.00    |
| 324152 Total:                                                      |                                                                | 90.00    |

| Check Number                                                 | Check Date                                                   | Amount   |
|--------------------------------------------------------------|--------------------------------------------------------------|----------|
| <b>SCFT0001 - Franchise Tax Board Total:</b>                 |                                                              | 90.00    |
| <b>SCFT0004 - Franchise Tax Board</b>                        |                                                              |          |
| 324153                                                       | 08/27/2026                                                   |          |
| Inv                                                          | PR 08.28.2026                                                |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                                 |          |
| 08/26/2026                                                   | PR Batch 82826.08.2026 Garnish-Andrew Rodriguez Acc#214-2198 | 563.30   |
| Inv PR 08.28.2026 Total                                      |                                                              | 563.30   |
| 324153 Total:                                                |                                                              | 563.30   |
| <b>SCFT0004 - Franchise Tax Board Total:</b>                 |                                                              | 563.30   |
| <b>SSDV2018 - Sandoval, Sheila</b>                           |                                                              |          |
| 0                                                            | 08/27/2026                                                   |          |
| Inv                                                          | PR 08.28.2026                                                |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                                 |          |
| 08/26/2026                                                   | PR Batch 82826.08.2026 Sandoval - Garnishment                | 456.38   |
| 08/26/2026                                                   | PR Batch 82826.08.2026 Garnishment - Sandoval                | 956.03   |
| Inv PR 08.28.2026 Total                                      |                                                              | 1,412.41 |
| 0 Total:                                                     |                                                              | 1,412.41 |
| <b>SSDV2018 - Sandoval, Sheila Total:</b>                    |                                                              | 1,412.41 |
| <b>TIM4011 - Charter Communications Holdings, LLC</b>        |                                                              |          |
| 0                                                            | 08/27/2026                                                   |          |
| Inv                                                          | 187633501082126                                              |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                                 |          |
| 08/21/2026                                                   | AN 187633501 1414 Mission St Serv 8/26 -9/25 September 2026  | 3,941.72 |
| Inv 187633501082126 Total                                    |                                                              | 3,941.72 |
| Inv                                                          | 188598501082126                                              |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                                 |          |
| 08/21/2026                                                   | AN 188598501 1102 Oxley St Serv 8/22 -9/21 September 2026    | 270.89   |
| Inv 188598501082126 Total                                    |                                                              | 270.89   |
| 0 Total:                                                     |                                                              | 4,212.61 |
| <b>TIM4011 - Charter Communications Holdings, LLC Total:</b> |                                                              | 4,212.61 |

| Check Number | Check Date | Amount    |
|--------------|------------|-----------|
|              |            |           |
| Total:       |            | 64,119.04 |

# Accounts Payable

## Check Detail

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| Check Number                                 | Check Date                                                    | Amount |
|----------------------------------------------|---------------------------------------------------------------|--------|
| <b>SCFT0000 - Franchise Tax Board</b>        |                                                               |        |
| 324157                                       | 08/27/2026                                                    |        |
| Inv                                          | PR 08.28.2026.                                                |        |
| <u>Line Item Date</u>                        | <u>Line Item Description</u>                                  |        |
| 08/26/2026                                   | PR Batch 82826.08.2026 Garnishment - Cipres Acc. 121-04537-47 | 70.00  |
| Inv PR 08.28.2026. Total                     |                                                               | 70.00  |
| 324157 Total:                                |                                                               | 70.00  |
| <b>SCFT0000 - Franchise Tax Board Total:</b> |                                                               | 70.00  |
| Total:                                       |                                                               | 70.00  |

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| Check Number                                 | Check Date                                                    | Amount |
|----------------------------------------------|---------------------------------------------------------------|--------|
| <b>SCFT0000 - Franchise Tax Board</b>        |                                                               |        |
| 324158                                       | 08/27/2026                                                    |        |
| Inv                                          | PR 08.28.26                                                   |        |
| <u>Line Item Date</u>                        | <u>Line Item Description</u>                                  |        |
| 08/26/2026                                   | PR Batch 82826.08.2026 Garnish-Hernandez Ric Acc. 121-05653-0 | 150.00 |
| Inv PR 08.28.26 Total                        |                                                               | 150.00 |
| 324158 Total:                                |                                                               | 150.00 |
| <b>SCFT0000 - Franchise Tax Board Total:</b> |                                                               | 150.00 |
| Total:                                       |                                                               | 150.00 |

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| Check Number                                                               | Check Date                                        | Amount |
|----------------------------------------------------------------------------|---------------------------------------------------|--------|
| <b>PCEOFCRE - Peace Officers Research Association of California</b>        |                                                   |        |
| 324159                                                                     | 09/01/2026                                        |        |
| Inv 100                                                                    |                                                   |        |
| <u>Line Item Date</u>                                                      | <u>Line Item Description</u>                      |        |
| 08/31/2026                                                                 | TUITION FOR PUBLIC RECORDS ACT TRAINING FOR THREE | 525.00 |
| Inv 100 Total                                                              |                                                   | 525.00 |
| 324159 Total:                                                              |                                                   | 525.00 |
| <b>PCEOFCRE - Peace Officers Research Association of California Total:</b> |                                                   | 525.00 |
| Total:                                                                     |                                                   | 525.00 |

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| Check Number                                                          | Check Date                          | Amount   |
|-----------------------------------------------------------------------|-------------------------------------|----------|
| <b>AT&amp;T5006 - AT&amp;T</b>                                        |                                     |          |
| 324161                                                                | 09/03/2026                          |          |
| Inv 130464796 SEP26                                                   |                                     |          |
| <u>Line Item Date</u>                                                 | <u>Line Item Description</u>        |          |
| 08/17/2026                                                            | AN 130464796 8/18-9/17/26           | 150.39   |
| Inv 130464796 SEP26 Total                                             |                                     | 150.39   |
| 324161 Total:                                                         |                                     | 150.39   |
| <b>AT&amp;T5006 - AT&amp;T Total:</b>                                 |                                     | 150.39   |
| <b>AT&amp;T5071 - AT&amp;T Mobility National Accounts, LLC</b>        |                                     |          |
| 324162                                                                | 09/03/2026                          |          |
| Inv 633341                                                            |                                     |          |
| <u>Line Item Date</u>                                                 | <u>Line Item Description</u>        |          |
| 07/07/2026                                                            | PD Special Dept. Expense            | 145.00   |
| Inv 633341 Total                                                      |                                     | 145.00   |
| 324162 Total:                                                         |                                     | 145.00   |
| <b>AT&amp;T5071 - AT&amp;T Mobility National Accounts, LLC Total:</b> |                                     | 145.00   |
| <b>AZDB8011 - A to Z Databases</b>                                    |                                     |          |
| 324160                                                                | 09/03/2026                          |          |
| Inv 141900                                                            |                                     |          |
| <u>Line Item Date</u>                                                 | <u>Line Item Description</u>        |          |
| 08/01/2026                                                            | Subscription Renewal 8/1/26-7/31/27 | 1,513.00 |
| Inv 141900 Total                                                      |                                     | 1,513.00 |
| 324160 Total:                                                         |                                     | 1,513.00 |
| <b>AZDB8011 - A to Z Databases Total:</b>                             |                                     | 1,513.00 |
| <b>POS5265 - Post Alarm Systems</b>                                   |                                     |          |
| 0                                                                     | 09/03/2026                          |          |



| Check Number                                   | Check Date                                  | Amount   |
|------------------------------------------------|---------------------------------------------|----------|
| Inv 1936499                                    |                                             |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                |          |
| 06/03/2026                                     | Alarm Service for Library Year Subscription | 1,156.68 |
| Inv 1936499 Total                              |                                             | 1,156.68 |
| 0 Total:                                       |                                             | 1,156.68 |
| <b>POS5265 - Post Alarm Systems Total:</b>     |                                             | 1,156.68 |
| <b>SOGA6501 - SoCalGAS</b>                     |                                             |          |
| 324163                                         | 09/03/2026                                  |          |
| Inv 7.1.26-8.1.26                              |                                             |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                |          |
| 08/10/2026                                     | CNG fuel July 2026 Acct# 196-493-8529 1     | 4.37     |
| 08/10/2026                                     | CNG fuel July 2026 Acct# 196-493-8529 1     | 4.36     |
| 08/10/2026                                     | CNG fuel July 2026 Acct# 196-493-8529 1     | 4.37     |
| Inv 7.1.26-8.1.26 Total                        |                                             | 13.10    |
| 324163 Total:                                  |                                             | 13.10    |
| <b>SOGA6501 - SoCalGAS Total:</b>              |                                             | 13.10    |
| <b>SPBK - Springbrook Holding Company, LLC</b> |                                             |          |
| 0                                              | 09/03/2026                                  |          |
| Inv INV-024238                                 |                                             |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                |          |
| 05/31/2026                                     | CivicPay PayPal Transaction Fee MAY 2026    | 130.00   |
| Inv INV-024238 Total                           |                                             | 130.00   |
| Inv INV-024467                                 |                                             |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                |          |
| 06/30/2026                                     | CivicPay PayPal Transaction Fee JUN2026     | 145.00   |
| Inv INV-024467 Total                           |                                             | 145.00   |
| Inv INV-024963                                 |                                             |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                |          |
| 08/31/2026                                     | CivicPay PayPal Transaction Fee AUG 2026    | 206.00   |
| Inv INV-024963 Total                           |                                             | 206.00   |
| Inv TM INV-011383                              |                                             |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                |          |
| 07/21/2026                                     | APR26 Advanced Budgeting Diana Clark        | 687.50   |
| Inv TM INV-011383 Total                        |                                             | 687.50   |

| Check Number                                   | Check Date                                   | Amount   |
|------------------------------------------------|----------------------------------------------|----------|
| 0 Total:                                       |                                              | 1,168.50 |
| SPBK - Springbrook Holding Company, LLC Total: |                                              | 1,168.50 |
| <b>VERW6711 - Verizon Wireless</b>             |                                              |          |
| 324164                                         | 09/03/2026                                   |          |
| Inv 6148871109                                 |                                              |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                 |          |
| 07/17/2026                                     | An 8423110623-00002 6/18-6/17/2026 Fire Dept | 363.54   |
| Inv 6148871109 Total                           |                                              | 363.54   |
| Inv 6151317776                                 |                                              |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                 |          |
| 08/17/2026                                     | An 8423110623-00002 7/18-8/17/2026 Fire Dept | 333.06   |
| Inv 6151317776 Total                           |                                              | 333.06   |
| 324164 Total:                                  |                                              | 696.60   |
| <b>VERW6711 - Verizon Wireless Total:</b>      |                                              | 696.60   |
| <b>WLHD8020 - Westlake Hardware</b>            |                                              |          |
| 0                                              | 09/03/2026                                   |          |
| Inv 14306989                                   |                                              |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                 |          |
| 07/07/2026                                     | gloves and auto repair supplies              | 501.66   |
| Inv 14306989 Total                             |                                              | 501.66   |
| Inv 14306994                                   |                                              |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                 |          |
| 07/08/2026                                     | tape for library paint project               | 14.35    |
| Inv 14306994 Total                             |                                              | 14.35    |
| Inv 14306998                                   |                                              |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                 |          |
| 07/09/2026                                     | portable AC units for fire and PD            | 883.98   |
| Inv 14306998 Total                             |                                              | 883.98   |
| Inv 14307035                                   |                                              |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                 |          |
| 07/17/2026                                     | Building Maintenance Supplies                | 14.35    |
| Inv 14307035 Total                             |                                              | 14.35    |

| Check Number          | Check Date                                           | Amount   |
|-----------------------|------------------------------------------------------|----------|
| Inv 14307038          |                                                      |          |
| <u>Line Item Date</u> | <u>Line Item Description</u>                         |          |
| 07/20/2026            | charger cables                                       | 111.56   |
| Inv 14307038 Total    |                                                      | 111.56   |
| Inv 14307049          |                                                      |          |
| <u>Line Item Date</u> | <u>Line Item Description</u>                         |          |
| 07/23/2026            | library fixtures cleaning                            | 58.01    |
| Inv 14307049 Total    |                                                      | 58.01    |
| Inv 14307053          |                                                      |          |
| <u>Line Item Date</u> | <u>Line Item Description</u>                         |          |
| 07/24/2026            | Building Maintenance Supplies                        | 68.42    |
| Inv 14307053 Total    |                                                      | 68.42    |
| Inv 14307058          |                                                      |          |
| <u>Line Item Date</u> | <u>Line Item Description</u>                         |          |
| 07/27/2026            | paint supplies for library                           | 104.57   |
| Inv 14307058 Total    |                                                      | 104.57   |
| Inv 14307096          |                                                      |          |
| <u>Line Item Date</u> | <u>Line Item Description</u>                         |          |
| 08/07/2026            | tarp for PW/water/fire storage                       | 149.11   |
| Inv 14307096 Total    |                                                      | 149.11   |
| Inv 14307132          |                                                      |          |
| <u>Line Item Date</u> | <u>Line Item Description</u>                         |          |
| 08/19/2026            | Building Maintenance Supplies                        | 66.21    |
| Inv 14307132 Total    |                                                      | 66.21    |
| Inv 14307144          |                                                      |          |
| <u>Line Item Date</u> | <u>Line Item Description</u>                         |          |
| 08/25/2026            | PD supplies                                          | 11.03    |
| Inv 14307144 Total    |                                                      | 11.03    |
| Inv 70304091          |                                                      |          |
| <u>Line Item Date</u> | <u>Line Item Description</u>                         |          |
| 07/27/2026            | Salt for Wilson Chlorine Generation System           | 1,169.53 |
| Inv 70304091 Total    |                                                      | 1,169.53 |
| Inv 70308518          |                                                      |          |
| <u>Line Item Date</u> | <u>Line Item Description</u>                         |          |
| 08/12/2026            | water production compression sleeve for sample ports | 50.72    |

| Check Number                               | Check Date                                             | Amount    |
|--------------------------------------------|--------------------------------------------------------|-----------|
| Inv 70308518 Total                         |                                                        | 50.72     |
| 0 Total:                                   |                                                        | 3,203.50  |
| WLHD8020 - Westlake Hardware Total:        |                                                        | 3,203.50  |
| XRXF5010 - Xerox Financial Services        |                                                        |           |
| 324165                                     | 09/03/2026                                             |           |
| Inv                                        | 42470360                                               |           |
| <u>Line Item Date</u>                      | <u>Line Item Description</u>                           |           |
| 08/02/2026                                 | City Facilities Copiers Lease 7/22-8/21/26 Cust# 61587 | 2,209.46  |
| Inv 42470360 Total                         |                                                        | 2,209.46  |
| 324165 Total:                              |                                                        | 2,209.46  |
| XRXF5010 - Xerox Financial Services Total: |                                                        | 2,209.46  |
| Total:                                     |                                                        | 10,256.23 |

# Accounts Payable

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|-----------------------------------------------|----------------------------------------------|----------|
| <b>SCAQ6010 - South Coast A.Q.M.D.</b>        |                                              |          |
| 324166                                        | 09/03/2026                                   |          |
| Inv 4750864                                   |                                              |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                 |          |
| 07/01/2026                                    | Diesel Pump at Fire Department               | 583.73   |
| Inv 4750864 Total                             |                                              | 583.73   |
| Inv 4752191                                   |                                              |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                 |          |
| 07/01/2026                                    | Emissions Fees for Fire Department Gas Pumps | 176.41   |
| Inv 4752191 Total                             |                                              | 176.41   |
| Inv 4752212                                   |                                              |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                 |          |
| 07/01/2026                                    | Emission Fee for Public Works Yard Gas Pump  | 176.41   |
| Inv 4752212 Total                             |                                              | 176.41   |
| Inv 4752455                                   |                                              |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                 |          |
| 07/01/2026                                    | Emission Fees for City Hall Gas Pumps        | 176.41   |
| Inv 4752455 Total                             |                                              | 176.41   |
| 324166 Total:                                 |                                              | 1,112.96 |
| <b>SCAQ6010 - South Coast A.Q.M.D. Total:</b> |                                              | 1,112.96 |
| Total:                                        |                                              | 1,112.96 |

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## Check Detail

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| Check Number                             | Check Date                                  | Amount   |
|------------------------------------------|---------------------------------------------|----------|
| <b>AAGUILAR - Aguilar, Adrian</b>        |                                             |          |
| 324167                                   | 09/03/2026                                  |          |
| Inv AA 7/9/26                            |                                             |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                |          |
| 08/26/2026                               | Training BLS - Adrian Aguilar Reimb FD      | 89.00    |
| Inv AA 7/9/26 Total                      |                                             | 89.00    |
| 324167 Total:                            |                                             | 89.00    |
| <b>AAGUILAR - Aguilar, Adrian Total:</b> |                                             | 89.00    |
| <b>ACTM3010 - Robert Half Inc</b>        |                                             |          |
| 0                                        | 09/03/2026                                  |          |
| Inv 66405423                             |                                             |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                |          |
| 07/13/2026                               | Accounts Payable Specialist WE 7/10/26 HLin | 1,928.40 |
| Inv 66405423 Total                       |                                             | 1,928.40 |
| Inv 66427860                             |                                             |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                |          |
| 07/20/2026                               | Accounts Payable Specialist WE 7/17/26 HLin | 1,928.40 |
| Inv 66427860 Total                       |                                             | 1,928.40 |
| Inv 66450352                             |                                             |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                |          |
| 07/27/2026                               | Accounts Payable Specialist WE 7/24/26 HLin | 1,928.40 |
| Inv 66450352 Total                       |                                             | 1,928.40 |
| Inv 66473638                             |                                             |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                |          |
| 08/03/2026                               | Accounts Payable Specialist WE 7/31/26 HLin | 1,928.40 |
| Inv 66473638 Total                       |                                             | 1,928.40 |
| Inv 66495941                             |                                             |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                |          |
| 08/10/2026                               | Accounts Payable Specialist WE 8/7/26 HLin  | 1,928.40 |

| Check Number                                          | Check Date                                               | Amount    |
|-------------------------------------------------------|----------------------------------------------------------|-----------|
| Inv 66495941 Total                                    |                                                          | 1,928.40  |
| Inv 66519548                                          |                                                          |           |
| <u>Line Item Date</u>                                 | <u>Line Item Description</u>                             |           |
| 08/17/2026                                            | Accounts Payable Specialist WE 8/14/26 HLin              | 1,928.40  |
| Inv 66519548 Total                                    |                                                          | 1,928.40  |
| Inv 66549628                                          |                                                          |           |
| <u>Line Item Date</u>                                 | <u>Line Item Description</u>                             |           |
| 08/25/2026                                            | Accounts Payable Specialist WE 8/21/26 HLin              | 1,928.40  |
| Inv 66549628 Total                                    |                                                          | 1,928.40  |
| 0 Total:                                              |                                                          | 13,498.80 |
| <b>ACTM3010 - Robert Half Inc Total:</b>              |                                                          | 13,498.80 |
| <b>ALL0197 - All Star Fire Equipment, Inc.</b>        |                                                          |           |
| 324168                                                | 09/03/2026                                               |           |
| Inv 274585                                            |                                                          |           |
| <u>Line Item Date</u>                                 | <u>Line Item Description</u>                             |           |
| 08/10/2026                                            | Annual PO Safety Firefighting ClothingEquipment FY 26-27 | 844.00    |
| Inv 274585 Total                                      |                                                          | 844.00    |
| 324168 Total:                                         |                                                          | 844.00    |
| <b>ALL0197 - All Star Fire Equipment, Inc. Total:</b> |                                                          | 844.00    |
| <b>AMAZONCP - Amazon Capital Services, Inc.</b>       |                                                          |           |
| 0                                                     | 09/03/2026                                               |           |
| Inv 11DJ-H3GK-17Q9                                    |                                                          |           |
| <u>Line Item Date</u>                                 | <u>Line Item Description</u>                             |           |
| 08/21/2026                                            | Office Supplies                                          | 16.78     |
| Inv 11DJ-H3GK-17Q9 Total                              |                                                          | 16.78     |
| Inv 134P-L9LN-P6P7                                    |                                                          |           |
| <u>Line Item Date</u>                                 | <u>Line Item Description</u>                             |           |
| 07/09/2026                                            | IT Supplies                                              | 137.65    |
| Inv 134P-L9LN-P6P7 Total                              |                                                          | 137.65    |
| Inv 13C7-FDJB-HLXC                                    |                                                          |           |
| <u>Line Item Date</u>                                 | <u>Line Item Description</u>                             |           |
| 05/20/2026                                            | Office Supplies                                          | 23.02     |

| Check Number             | Check Date                                                     | Amount |
|--------------------------|----------------------------------------------------------------|--------|
| Inv 13C7-FDJX-HLXC Total |                                                                | 23.02  |
| Inv 13RD-6T1T-3WL9       |                                                                |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                                   |        |
| 08/18/2026               | Carnegie Grant - Items for Library's Fall Campaign             | 47.47  |
| Inv 13RD-6T1T-3WL9 Total |                                                                | 47.47  |
| Inv 14VJ-XVDJ-CTQC       |                                                                |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                                   |        |
| 08/05/2026               | Movies in the park craft supplies + credit for popcorn machine | 350.14 |
| Inv 14VJ-XVDJ-CTQC Total |                                                                | 350.14 |
| Inv 17NH-C499-MFP1       |                                                                |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                                   |        |
| 08/20/2026               | PD Equipment                                                   | 97.22  |
| Inv 17NH-C499-MFP1 Total |                                                                | 97.22  |
| Inv 17WH-C1FC-J9RL       |                                                                |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                                   |        |
| 06/23/2026               | Books for Library Collection                                   | 947.97 |
| Inv 17WH-C1FC-J9RL Total |                                                                | 947.97 |
| Inv 19PD-X1MX-V1WN       |                                                                |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                                   |        |
| 08/10/2026               | Books for Library Collection                                   | 134.32 |
| Inv 19PD-X1MX-V1WN Total |                                                                | 134.32 |
| Inv 1CHN-F443-CF4F       |                                                                |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                                   |        |
| 08/13/2026               | 2 wireless keyboard/mouse combos, charging station             | 128.06 |
| Inv 1CHN-F443-CF4F Total |                                                                | 128.06 |
| Inv 1CL4-4RP1-PYX3       |                                                                |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                                   |        |
| 08/21/2026               | CREDIT - Items for Library's Fall Campaign                     | -14.27 |
| Inv 1CL4-4RP1-PYX3 Total |                                                                | -14.27 |
| Inv 1D34-7KGW-JJWX       |                                                                |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                                   |        |
| 05/26/2026               | Peripherals for Mobile Devices                                 | 38.65  |
| Inv 1D34-7KGW-JJWX Total |                                                                | 38.65  |



| Check Number             | Check Date                                | Amount   |
|--------------------------|-------------------------------------------|----------|
| Inv 1F9G-67QD-CMWV       |                                           |          |
| <u>Line Item Date</u>    | <u>Line Item Description</u>              |          |
| 08/13/2026               | Senior Center Supplies                    | 51.92    |
| Inv 1F9G-67QD-CMWV Total |                                           | 51.92    |
| Inv 1FDF-D376-DGWV       |                                           |          |
| <u>Line Item Date</u>    | <u>Line Item Description</u>              |          |
| 08/22/2026               | glue, magnets                             | 21.85    |
| Inv 1FDF-D376-DGWV Total |                                           | 21.85    |
| Inv 1FQV-VPCG-3TM3       |                                           |          |
| <u>Line Item Date</u>    | <u>Line Item Description</u>              |          |
| 07/28/2026               | Items for Library's Fall Campaign         | 1,195.60 |
| Inv 1FQV-VPCG-3TM3 Total |                                           | 1,195.60 |
| Inv 1HFN-R6Q1-WJV9       |                                           |          |
| <u>Line Item Date</u>    | <u>Line Item Description</u>              |          |
| 08/24/2026               | acrylic file holders                      | 83.96    |
| Inv 1HFN-R6Q1-WJV9 Total |                                           | 83.96    |
| Inv 1HJ1-D9L1-GCHX       |                                           |          |
| <u>Line Item Date</u>    | <u>Line Item Description</u>              |          |
| 08/25/2026               | City Manager's Office Supplies            | 32.46    |
| 08/25/2026               | City Council Meeting Supplies             | 118.42   |
| Inv 1HJ1-D9L1-GCHX Total |                                           | 150.88   |
| Inv 1HTM-T9YN-MVKW       |                                           |          |
| <u>Line Item Date</u>    | <u>Line Item Description</u>              |          |
| 09/02/2026               | Credit PopCorn Machine                    | -165.44  |
| Inv 1HTM-T9YN-MVKW Total |                                           | -165.44  |
| Inv 1J6X-WPKN-16L1       |                                           |          |
| <u>Line Item Date</u>    | <u>Line Item Description</u>              |          |
| 08/26/2026               | refund tint                               | -61.87   |
| Inv 1J6X-WPKN-16L1 Total |                                           | -61.87   |
| Inv 1JY4-VCMN-LNY1       |                                           |          |
| <u>Line Item Date</u>    | <u>Line Item Description</u>              |          |
| 08/12/2026               | Ipad Protective Case for Fire Inspections | 26.51    |
| Inv 1JY4-VCMN-LNY1 Total |                                           | 26.51    |
| Inv 1KDQ-467F-7PNY       |                                           |          |
| <u>Line Item Date</u>    | <u>Line Item Description</u>              |          |

| Check Number             | Check Date                                           | Amount |
|--------------------------|------------------------------------------------------|--------|
| 08/19/2026               | BluRay replacement cases                             | 74.13  |
| Inv 1KDQ-467F-7PNY Total |                                                      | 74.13  |
| Inv 1KN3-MHN4-6G3J       |                                                      |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                         |        |
| 08/13/2026               | Senior Center Supplies                               | 9.49   |
| Inv 1KN3-MHN4-6G3J Total |                                                      | 9.49   |
| Inv 1L46-XMJW-46WV       |                                                      |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                         |        |
| 08/14/2026               | Carnegie Grant - Items for Library's Fall Campaign   | 134.09 |
| Inv 1L46-XMJW-46WV Total |                                                      | 134.09 |
| Inv 1LM3-TPK7-V73R       |                                                      |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                         |        |
| 08/26/2026               | Senior Center activities supply                      | 56.15  |
| Inv 1LM3-TPK7-V73R Total |                                                      | 56.15  |
| Inv 1M69-DQJV-N94C       |                                                      |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                         |        |
| 08/26/2026               | IT Supplies                                          | 59.16  |
| Inv 1M69-DQJV-N94C Total |                                                      | 59.16  |
| Inv 1N3L-F3DL-JW4Y       |                                                      |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                         |        |
| 08/12/2026               | light switch plates                                  | 20.23  |
| Inv 1N3L-F3DL-JW4Y Total |                                                      | 20.23  |
| Inv 1NKT-NQQH-4XJP       |                                                      |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                         |        |
| 08/14/2026               | Senior Center Supplies                               | 78.33  |
| Inv 1NKT-NQQH-4XJP Total |                                                      | 78.33  |
| Inv 1NLP-67LJ-1JDL       |                                                      |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                         |        |
| 08/21/2026               | Items for Library's Fall Campaign                    | 30.98  |
| Inv 1NLP-67LJ-1JDL Total |                                                      | 30.98  |
| Inv 1P3H-KG9J-JNX6       |                                                      |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u>                         |        |
| 08/20/2026               | Brita filter dispensers and filter, electronic wipes | 170.87 |
| Inv 1P3H-KG9J-JNX6 Total |                                                      | 170.87 |

| Check Number             | Check Date                   | Amount |
|--------------------------|------------------------------|--------|
| Inv 1PJ6-WXN1-K67T       |                              |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u> |        |
| 06/17/2026               | City Clerk supplies          | 66.97  |
| Inv 1PJ6-WXN1-K67T Total |                              | 66.97  |
| Inv 1PM7-TRGW-FC7Q       |                              |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u> |        |
| 06/26/2026               | City Clerk supplies          | 70.70  |
| Inv 1PM7-TRGW-FC7Q Total |                              | 70.70  |
| Inv 1PPW-TYVC-NX3C       |                              |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u> |        |
| 06/04/2026               | Office Supplies              | 41.98  |
| Inv 1PPW-TYVC-NX3C Total |                              | 41.98  |
| Inv 1Q7J-FVFW-PQWM       |                              |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u> |        |
| 06/24/2026               | Books for Library Collection | 21.17  |
| Inv 1Q7J-FVFW-PQWM Total |                              | 21.17  |
| Inv 1RLT-VWMC-D1R7       |                              |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u> |        |
| 08/11/2026               | Senior Center Supplies       | 23.32  |
| Inv 1RLT-VWMC-D1R7 Total |                              | 23.32  |
| Inv 1WRF-QNF3-DFMF       |                              |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u> |        |
| 05/26/2026               | Office Supplies              | 18.04  |
| Inv 1WRF-QNF3-DFMF Total |                              | 18.04  |
| Inv 1XGJ-7KVK-4G7Y       |                              |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u> |        |
| 08/14/2026               | anker power strips           | 67.35  |
| Inv 1XGJ-7KVK-4G7Y Total |                              | 67.35  |
| Inv 1XXM-R9YN-MHD4       |                              |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u> |        |
| 06/27/2026               | Books for Library Collection | 9.65   |
| Inv 1XXM-R9YN-MHD4 Total |                              | 9.65   |
| Inv 1YNV-49M9-1KMH       |                              |        |
| <u>Line Item Date</u>    | <u>Line Item Description</u> |        |
| 08/19/2026               | PD Equipment                 | 912.10 |

| Check Number                                       | Check Date                                              | Amount   |
|----------------------------------------------------|---------------------------------------------------------|----------|
| Inv 1YNV-49M9-1KMH Total                           |                                                         | 912.10   |
| 0 Total:                                           |                                                         | 5,075.13 |
| AMAZONCP - Amazon Capital Services, Inc. Total:    |                                                         | 5,075.13 |
| AMST6011 - Stout, Amy                              |                                                         |          |
| 324225                                             | 09/03/2026                                              |          |
| Inv                                                | Permit 26499                                            |          |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                            |          |
| 08/19/2026                                         | Tree Removal Deposit Refund Permit #26499 1742 Oxley St | 424.00   |
| Inv Permit 26499 Total                             |                                                         | 424.00   |
| 324225 Total:                                      |                                                         | 424.00   |
| AMST6011 - Stout, Amy Total:                       |                                                         | 424.00   |
| AMTIR4 - The Reinalt-Thomas Corporation DBA        |                                                         |          |
| 324229                                             | 09/03/2026                                              |          |
| Inv                                                | 5085703195                                              |          |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                            |          |
| 08/17/2026                                         | PD Vehicle Maintenance                                  | 357.39   |
| Inv 5085703195 Total                               |                                                         | 357.39   |
| 324229 Total:                                      |                                                         | 357.39   |
| AMTIR4 - The Reinalt-Thomas Corporation DBA Total: |                                                         | 357.39   |
| ARKANCE - Arkance USA LLC                          |                                                         |          |
| 324171                                             | 09/03/2026                                              |          |
| Inv                                                | INV79854                                                |          |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                            |          |
| 05/21/2026                                         | Bluebleam Subscription for PW/CD FY 26-27               | 2,761.00 |
| 05/21/2026                                         | Bluebleam Subscription for PW/CD FY 26-27               | 1,155.00 |
| Inv INV79854 Total                                 |                                                         | 3,916.00 |
| 324171 Total:                                      |                                                         | 3,916.00 |
| ARKANCE - Arkance USA LLC Total:                   |                                                         | 3,916.00 |
| ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo   |                                                         |          |
| 0                                                  | 09/03/2026                                              |          |

| Check Number                                                      | Check Date                                     | Amount       |
|-------------------------------------------------------------------|------------------------------------------------|--------------|
| Inv 800858                                                        |                                                |              |
| <u>Line Item Date</u>                                             | <u>Line Item Description</u>                   |              |
| 07/31/2026                                                        | Personnel/Legal Matters - July 2026            | 2,753.63     |
| Inv 800858 Total                                                  |                                                | 2,753.63     |
| 0 Total:                                                          |                                                | 2,753.63     |
| ATLRR816 - Atkinson, Andelson, Loya, Rudd & Romo Total:           |                                                | 2,753.63     |
| AVANTGAR - Advanced Avant-Garde Corporation                       |                                                |              |
| 0                                                                 | 09/03/2026                                     |              |
| Inv 13469                                                         |                                                |              |
| <u>Line Item Date</u>                                             | <u>Line Item Description</u>                   |              |
| 08/21/2026                                                        | On-Call Program Management Support Services    | 3,805.00     |
| 08/21/2026                                                        | On-Call Program Management Support Services    | 3,805.00     |
| 08/21/2026                                                        | On-Call Program Management Support Services    | 3,805.00     |
| 08/21/2026                                                        | On-Call Program Management Support Services    | 3,805.00     |
| Inv 13469 Total                                                   |                                                | 15,220.00    |
| 0 Total:                                                          |                                                | 15,220.00    |
| AVANTGAR - Advanced Avant-Garde Corporation Total:                |                                                | 15,220.00    |
| BNYM6712 - The Bank of New York Mellon Trust Company, N.A.        |                                                |              |
| 0                                                                 | 09/03/2026                                     |              |
| Inv SOPASAWTR16                                                   |                                                |              |
| <u>Line Item Date</u>                                             | <u>Line Item Description</u>                   |              |
| 10/01/2026                                                        | 2016 Water Revenue Refunding Bonds due 10/1/26 | 651,789.53   |
| 10/01/2026                                                        | 2016 Water Revenue Refunding Bonds due 10/1/26 | 1,145,000.00 |
| Inv SOPASAWTR16 Total                                             |                                                | 1,796,789.53 |
| 0 Total:                                                          |                                                | 1,796,789.53 |
| BNYM6712 - The Bank of New York Mellon Trust Company, N.A. Total: |                                                | 1,796,789.53 |
| BWPRTWRK - Barwe, Inc                                             |                                                |              |
| 324172                                                            | 09/03/2026                                     |              |
| Inv INV006594/2026                                                |                                                |              |
| <u>Line Item Date</u>                                             | <u>Line Item Description</u>                   |              |
| 08/19/2026                                                        | Fire Department Shift Calendar                 | 586.96       |
| Inv INV006594/2026 Total                                          |                                                | 586.96       |
| 324172 Total:                                                     |                                                | 586.96       |

| Check Number                                              | Check Date                                         | Amount |
|-----------------------------------------------------------|----------------------------------------------------|--------|
| <b>BWPRTWRK - Barwe, Inc Total:</b>                       |                                                    | 586.96 |
| <b>CAL5236 - Dy-Dee Services of Pasadena, Inc.</b>        |                                                    |        |
| 324183                                                    | 09/03/2026                                         |        |
| Inv                                                       | 2647039                                            |        |
| <u>Line Item Date</u>                                     | <u>Line Item Description</u>                       |        |
| 08/13/2026                                                | Fire Department Linen Services for FY 26-27        | 105.26 |
| Inv 2647039 Total                                         |                                                    | 105.26 |
| Inv                                                       | 2650578                                            |        |
| <u>Line Item Date</u>                                     | <u>Line Item Description</u>                       |        |
| 08/20/2026                                                | Fire Department Linen Services for FY 26-27        | 97.73  |
| Inv 2650578 Total                                         |                                                    | 97.73  |
| 324183 Total:                                             |                                                    | 202.99 |
| <b>CAL5236 - Dy-Dee Services of Pasadena, Inc. Total:</b> |                                                    | 202.99 |
| <b>CAL8012 - Califa Group</b>                             |                                                    |        |
| 324175                                                    | 09/03/2026                                         |        |
| Inv                                                       | 9517                                               |        |
| <u>Line Item Date</u>                                     | <u>Line Item Description</u>                       |        |
| 08/19/2026                                                | BookBrowse Subscription Renewal 9/1/26-8/31/27     | 850.50 |
| Inv 9517 Total                                            |                                                    | 850.50 |
| 324175 Total:                                             |                                                    | 850.50 |
| <b>CAL8012 - Califa Group Total:</b>                      |                                                    | 850.50 |
| <b>CAN0607 - Cantu Graphics Inc.</b>                      |                                                    |        |
| 0                                                         | 09/03/2026                                         |        |
| Inv                                                       | 66032-02                                           |        |
| <u>Line Item Date</u>                                     | <u>Line Item Description</u>                       |        |
| 08/13/2026                                                | Business cards for Fire Inspector and Investigator | 110.39 |
| Inv 66032-02 Total                                        |                                                    | 110.39 |
| 0 Total:                                                  |                                                    | 110.39 |
| <b>CAN0607 - Cantu Graphics Inc. Total:</b>               |                                                    | 110.39 |
| <b>CDPS1020 - ICC General Code Inc</b>                    |                                                    |        |
| 324195                                                    | 09/03/2026                                         |        |

| Check Number                                  | Check Date                                              | Amount   |
|-----------------------------------------------|---------------------------------------------------------|----------|
| Inv GC00135673                                |                                                         |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 06/30/2026                                    | Annual web fees, web update Cust# SO4652                | 1,050.00 |
| Inv GC00135673 Total                          |                                                         | 1,050.00 |
| 324195 Total:                                 |                                                         | 1,050.00 |
| <b>CDPS1020 - ICC General Code Inc Total:</b> |                                                         | 1,050.00 |
| <b>CGUSA - Compass Group USA, Inc.</b>        |                                                         |          |
| 324181                                        | 09/03/2026                                              |          |
| Inv SOC351619                                 |                                                         |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 08/28/2026                                    | Senior Center Coffee Supplies                           | 262.28   |
| Inv SOC351619 Total                           |                                                         | 262.28   |
| 324181 Total:                                 |                                                         | 262.28   |
| <b>CGUSA - Compass Group USA, Inc. Total:</b> |                                                         | 262.28   |
| <b>CIAL1021 - City of Alhambra</b>            |                                                         |          |
| 324179                                        | 09/03/2026                                              |          |
| Inv 116624                                    |                                                         |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 08/20/2026                                    | Fire Dept Use of Alhambra Training Facility FY2026-2027 | 5,365.45 |
| Inv 116624 Total                              |                                                         | 5,365.45 |
| 324179 Total:                                 |                                                         | 5,365.45 |
| <b>CIAL1021 - City of Alhambra Total:</b>     |                                                         | 5,365.45 |
| <b>CINTA3 - Cintas Corporation</b>            |                                                         |          |
| 324177                                        | 09/03/2026                                              |          |
| Inv 4279241520                                |                                                         |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 08/17/2026                                    | Public Works Uniforms Parks Division FY2026-2027        | 50.16    |
| Inv 4279241520 Total                          |                                                         | 50.16    |
| Inv 4280000592                                |                                                         |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 08/24/2026                                    | Public Works Uniforms Parks Division FY2026-2027        | 50.16    |
| Inv 4280000592 Total                          |                                                         | 50.16    |

| Check Number                                         | Check Date                                       | Amount   |
|------------------------------------------------------|--------------------------------------------------|----------|
| Inv 4280824070                                       |                                                  |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u>                     |          |
| 08/31/2026                                           | Public Works Uniforms Parks Division FY2026-2027 | 50.16    |
| Inv 4280824070 Total                                 |                                                  | 50.16    |
| 324177 Total:                                        |                                                  | 150.48   |
| <b>CINTA3 - Cintas Corporation Total:</b>            |                                                  | 150.48   |
| <b>CMPCTIRE - Company C. Tire Corporation</b>        |                                                  |          |
| 324180                                               | 09/03/2026                                       |          |
| Inv 062348                                           |                                                  |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u>                     |          |
| 08/19/2026                                           | Replacement of Unit 10 Tires                     | 525.00   |
| Inv 062348 Total                                     |                                                  | 525.00   |
| Inv 062356                                           |                                                  |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u>                     |          |
| 08/20/2026                                           | Unit 19 Tire Replacement                         | 80.01    |
| Inv 062356 Total                                     |                                                  | 80.01    |
| 324180 Total:                                        |                                                  | 605.01   |
| <b>CMPCTIRE - Company C. Tire Corporation Total:</b> |                                                  | 605.01   |
| <b>CONYEE - Yee, Connie</b>                          |                                                  |          |
| 0                                                    | 09/03/2026                                       |          |
| Inv Aug26FF                                          |                                                  |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u>                     |          |
| 08/31/2026                                           | August Functional Fitness                        | 1,320.00 |
| Inv Aug26FF Total                                    |                                                  | 1,320.00 |
| Inv AugTBS                                           |                                                  |          |
| <u>Line Item Date</u>                                | <u>Line Item Description</u>                     |          |
| 08/31/2026                                           | August Total Body Sculpt                         | 282.75   |
| Inv AugTBS Total                                     |                                                  | 282.75   |
| 0 Total:                                             |                                                  | 1,602.75 |
| <b>CONYEE - Yee, Connie Total:</b>                   |                                                  | 1,602.75 |



| Check Number                                     | Check Date                                                      | Amount   |
|--------------------------------------------------|-----------------------------------------------------------------|----------|
| <b>COR7788 - Cornforth, Robert Darren</b>        |                                                                 |          |
| 0                                                | 09/03/2026                                                      |          |
| Inv                                              | AdultTennis                                                     |          |
| <u>Line Item Date</u>                            | <u>Line Item Description</u>                                    |          |
| 08/31/2026                                       | Instructor Payment for Adult Tennis Summer 2026                 | 1,014.00 |
| Inv AdultTennis Total                            |                                                                 | 1,014.00 |
| Inv                                              | KidsBegTennis                                                   |          |
| <u>Line Item Date</u>                            | <u>Line Item Description</u>                                    |          |
| 08/31/2026                                       | Instructor Payment for Kids Beg Tennis Summer 2026              | 858.00   |
| Inv KidsBegTennis Total                          |                                                                 | 858.00   |
| Inv                                              | KidsIntTennis                                                   |          |
| <u>Line Item Date</u>                            | <u>Line Item Description</u>                                    |          |
| 08/31/2026                                       | Instructor Payment for Kids Int Tennis Summer 2026              | 468.00   |
| Inv KidsIntTennis Total                          |                                                                 | 468.00   |
| 0 Total:                                         |                                                                 | 2,340.00 |
| <b>COR7788 - Cornforth, Robert Darren Total:</b> |                                                                 | 2,340.00 |
| <b>CRHY8067 - Hartney, Corey P.</b>              |                                                                 |          |
| 0                                                | 09/03/2026                                                      |          |
| Inv                                              | BBallBegAug2026                                                 |          |
| <u>Line Item Date</u>                            | <u>Line Item Description</u>                                    |          |
| 08/31/2026                                       | Contract Class Instructor payment for Basketball Beg. August 26 | 91.00    |
| Inv BBallBegAug2026 Total                        |                                                                 | 91.00    |
| 0 Total:                                         |                                                                 | 91.00    |
| <b>CRHY8067 - Hartney, Corey P. Total:</b>       |                                                                 | 91.00    |
| <b>CRPC7000 - Pech, Carlos</b>                   |                                                                 |          |
| 324212                                           | 09/03/2026                                                      |          |
| Inv                                              | 08/17-21/2026                                                   |          |
| <u>Line Item Date</u>                            | <u>Line Item Description</u>                                    |          |
| 08/28/2026                                       | DET. PECH CHIA CONFERENCE 2026 REIMBURSEMENT                    | 1,337.01 |
| Inv 08/17-21/2026 Total                          |                                                                 | 1,337.01 |
| 324212 Total:                                    |                                                                 | 1,337.01 |
| <b>CRPC7000 - Pech, Carlos Total:</b>            |                                                                 | 1,337.01 |

| Check Number                                  | Check Date                                       | Amount |
|-----------------------------------------------|--------------------------------------------------|--------|
| <b>DACA4011 - Calderon, David</b>             |                                                  |        |
| 0                                             | 09/03/2026                                       |        |
| Inv                                           | 08/20/2026                                       |        |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                     |        |
| 08/28/2026                                    | CPL CALDERON REIMBURSEMENT FOR ACTIVE SHOOTER    | 23.00  |
| Inv 08/20/2026 Total                          |                                                  | 23.00  |
| 0 Total:                                      |                                                  | 23.00  |
| <b>DACA4011 - Calderon, David Total:</b>      |                                                  | 23.00  |
| <b>DSP0755 - D &amp; S Printing</b>           |                                                  |        |
| 324182                                        | 09/03/2026                                       |        |
| Inv                                           | 8010                                             |        |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                     |        |
| 08/28/2026                                    | PD Envelopes Window & Regular                    | 928.20 |
| Inv 8010 Total                                |                                                  | 928.20 |
| 324182 Total:                                 |                                                  | 928.20 |
| <b>DSP0755 - D &amp; S Printing Total:</b>    |                                                  | 928.20 |
| <b>EGGO4011 - Giron-Garrido, Elias</b>        |                                                  |        |
| 324189                                        | 09/03/2026                                       |        |
| Inv                                           | 08/17-21/26                                      |        |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                     |        |
| 08/28/2026                                    | OFFICER GIRON GRACIE SURVIVAL TACTICS REIMBURSEM | 317.16 |
| Inv 08/17-21/26 Total                         |                                                  | 317.16 |
| 324189 Total:                                 |                                                  | 317.16 |
| <b>EGGO4011 - Giron-Garrido, Elias Total:</b> |                                                  | 317.16 |
| <b>EMPI5011 - ARAMSCO INC</b>                 |                                                  |        |
| 324170                                        | 09/03/2026                                       |        |
| Inv                                           | S5606820.002 CM                                  |        |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                     |        |
| 08/11/2026                                    | S5606820.002 Credit Memo                         | -48.82 |
| Inv S5606820.002 CM Total                     |                                                  | -48.82 |
| Inv                                           | S7868510.001                                     |        |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                     |        |

| Check Number                                   | Check Date                                             | Amount   |
|------------------------------------------------|--------------------------------------------------------|----------|
| 08/11/2026                                     | Fire Station Cleaning Apparatus                        | 713.25   |
| Inv S7868510.001                               | Total                                                  | 713.25   |
| Inv S7868510.002                               |                                                        |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                           |          |
| 08/20/2026                                     | Fire Station Cleaning Apparatus                        | 76.37    |
| Inv S7868510.002                               | Total                                                  | 76.37    |
| 324170                                         | Total:                                                 | 740.80   |
| <b>EMPI5011 - ARAMSCO INC</b>                  | <b>Total:</b>                                          | 740.80   |
| <b>EMSQIPAR - Givot, David</b>                 |                                                        |          |
| 0                                              | 09/03/2026                                             |          |
| Inv SPFD-08/2026                               |                                                        |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                           |          |
| 08/20/2026                                     | Continuing Education In Prehospital Emergency AUG2026  | 2,499.00 |
| Inv SPFD-08/2026                               | Total                                                  | 2,499.00 |
| 0                                              | Total:                                                 | 2,499.00 |
| <b>EMSQIPAR - Givot, David</b>                 | <b>Total:</b>                                          | 2,499.00 |
| <b>EPOCHTIM - Epoch Times Inc, Los Angeles</b> |                                                        |          |
| 324185                                         | 09/03/2026                                             |          |
| Inv 0626108                                    |                                                        |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                           |          |
| 06/29/2026                                     | Legal Notice - Elections                               | 395.00   |
| Inv 0626108                                    | Total                                                  | 395.00   |
| 324185                                         | Total:                                                 | 395.00   |
| <b>EPOCHTIM - Epoch Times Inc, Los Angeles</b> | <b>Total:</b>                                          | 395.00   |
| <b>FDBC8025 - Fast Deer Bus Charter Inc.</b>   |                                                        |          |
| 324186                                         | 09/03/2026                                             |          |
| Inv 7870                                       |                                                        |          |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                           |          |
| 08/13/2026                                     | Charter Bus Senior Center Excursion-Hollywood Pantages | 1,330.00 |
| Inv 7870                                       | Total                                                  | 1,330.00 |
| 324186                                         | Total:                                                 | 1,330.00 |

| Check Number                                               | Check Date                                       | Amount   |
|------------------------------------------------------------|--------------------------------------------------|----------|
| <b>FDBC8025 - Fast Deer Bus Charter Inc. Total:</b>        |                                                  | 1,330.00 |
| <b>FRT04011 - Torres, Francisco</b>                        |                                                  |          |
| 324231                                                     | 09/03/2026                                       |          |
| Inv                                                        | 07/06-10/2026                                    |          |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>                     |          |
| 08/28/2026                                                 | OFFICER TORRES DUI SEMINAR TRAINING REIMBURSEME  | 1,000.33 |
| Inv 07/06-10/2026 Total                                    |                                                  | 1,000.33 |
| 324231 Total:                                              |                                                  | 1,000.33 |
| <b>FRT04011 - Torres, Francisco Total:</b>                 |                                                  | 1,000.33 |
| <b>GAR5011 - Garvey Equipment Co</b>                       |                                                  |          |
| 324188                                                     | 09/03/2026                                       |          |
| Inv                                                        | 176496                                           |          |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>                     |          |
| 08/12/2026                                                 | tools and equipment for streets division         | 1,908.72 |
| Inv 176496 Total                                           |                                                  | 1,908.72 |
| 324188 Total:                                              |                                                  | 1,908.72 |
| <b>GAR5011 - Garvey Equipment Co Total:</b>                |                                                  | 1,908.72 |
| <b>GLA4521 - Gladwell Government Services, Inc.</b>        |                                                  |          |
| 324190                                                     | 09/03/2026                                       |          |
| Inv                                                        | 5956                                             |          |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>                     |          |
| 12/29/2025                                                 | Records Retention Legal Review FY2025-2026       | 700.00   |
| Inv 5956 Total                                             |                                                  | 700.00   |
| 324190 Total:                                              |                                                  | 700.00   |
| <b>GLA4521 - Gladwell Government Services, Inc. Total:</b> |                                                  | 700.00   |
| <b>GLBI4011 - Global Industrial</b>                        |                                                  |          |
| 324191                                                     | 09/03/2026                                       |          |
| Inv                                                        | 124622310                                        |          |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>                     |          |
| 07/08/2026                                                 | Soap Dispensers Citywide Restrooms Cust# 4020781 | 669.31   |
| Inv 124622310 Total                                        |                                                  | 669.31   |

| Check Number                                       | Check Date                                                     | Amount    |
|----------------------------------------------------|----------------------------------------------------------------|-----------|
| 324191 Total:                                      |                                                                | 669.31    |
| <b>GLBI4011 - Global Industrial Total:</b>         |                                                                | 669.31    |
| <b>GLDFARBL - GOLDFARB &amp; LIPMAN LLP</b>        |                                                                |           |
| 0                                                  | 09/03/2026                                                     |           |
| Inv                                                | 497685                                                         |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                   |           |
| 08/14/2026                                         | Legal Services 7/31/26 Client# 2360                            | 10,584.00 |
| Inv 497685 Total                                   |                                                                | 10,584.00 |
| 0 Total:                                           |                                                                | 10,584.00 |
| <b>GLDFARBL - GOLDFARB &amp; LIPMAN LLP Total:</b> |                                                                | 10,584.00 |
| <b>GRAN2032 - Granicus, LLC</b>                    |                                                                |           |
| 0                                                  | 09/03/2026                                                     |           |
| Inv                                                | 236012                                                         |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                   |           |
| 08/18/2026                                         | California Fire Foundation Grant Emergency Preparedness Commur | 11,214.53 |
| Inv 236012 Total                                   |                                                                | 11,214.53 |
| 0 Total:                                           |                                                                | 11,214.53 |
| <b>GRAN2032 - Granicus, LLC Total:</b>             |                                                                | 11,214.53 |
| <b>GRED4011 - Gramajo, Ederson</b>                 |                                                                |           |
| 324192                                             | 09/03/2026                                                     |           |
| Inv                                                | 07/17/2026                                                     |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                   |           |
| 08/28/2026                                         | GRAMAJO DRIVER TRAINING REIMBURSEMENT 7/17/26                  | 21.96     |
| Inv 07/17/2026 Total                               |                                                                | 21.96     |
| Inv                                                | 08/13-14/26                                                    |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                   |           |
| 08/28/2026                                         | GRAMAJO PISTOL OPTICS INSTRUCTOR REIMBURSEMENT                 | 201.26    |
| Inv 08/13-14/26 Total                              |                                                                | 201.26    |
| Inv                                                | 08/19/2026                                                     |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                                   |           |
| 08/28/2026                                         | OFFICER GRAMAJO REIMBURSEMENT ACTIVE SHOOTER F                 | 22.85     |
| Inv 08/19/2026 Total                               |                                                                | 22.85     |

| Check Number                                        | Check Date                                       | Amount   |
|-----------------------------------------------------|--------------------------------------------------|----------|
| 324192 Total:                                       |                                                  | 246.07   |
| GRED4011 - Gramajo, Ederson Total:                  |                                                  | 246.07   |
| HDLC3010 - Hinderliter deLlamas & Associates        |                                                  |          |
| 324194                                              | 09/03/2026                                       |          |
| Inv                                                 | SIN064333                                        |          |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>                     |          |
| 06/22/2026                                          | Contract Services & Audit Sales Tax APR-JUN 2026 | 1,417.90 |
| Inv SIN064333 Total                                 |                                                  | 1,417.90 |
| 324194 Total:                                       |                                                  | 1,417.90 |
| HDLC3010 - Hinderliter deLlamas & Associates Total: |                                                  | 1,417.90 |
| HDLC3011 - HdL Coren & Cone                         |                                                  |          |
| 324193                                              | 09/03/2026                                       |          |
| Inv                                                 | SIN065932                                        |          |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>                     |          |
| 07/27/2026                                          | Contract Services Property Tax JUL-SEP2026       | 3,753.17 |
| Inv SIN065932 Total                                 |                                                  | 3,753.17 |
| 324193 Total:                                       |                                                  | 3,753.17 |
| HDLC3011 - HdL Coren & Cone Total:                  |                                                  | 3,753.17 |
| IMPCNT - Imperial County Office of Education        |                                                  |          |
| 324196                                              | 09/03/2026                                       |          |
| Inv                                                 | INV26-01118                                      |          |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>                     |          |
| 06/30/2026                                          | MRC Q4 Billing APR-JUN2026 Cust# 000238          | 2,059.69 |
| Inv INV26-01118 Total                               |                                                  | 2,059.69 |
| 324196 Total:                                       |                                                  | 2,059.69 |
| IMPCNT - Imperial County Office of Education Total: |                                                  | 2,059.69 |
| INCG6011 - Interwest Consulting Group               |                                                  |          |
| 0                                                   | 09/03/2026                                       |          |
| Inv                                                 | 4461604                                          |          |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>                     |          |
| 07/31/2026                                          | Fire Plan Review Services FY 26-27               | 1,078.00 |

| Check Number                                        | Check Date                                | Amount   |
|-----------------------------------------------------|-------------------------------------------|----------|
| Inv 4461604 Total                                   |                                           | 1,078.00 |
| 0 Total:                                            |                                           | 1,078.00 |
| <b>INCG6011 - Interwest Consulting Group Total:</b> |                                           | 1,078.00 |
| <b>INGRMLIB - INGRAM LIBRARY SERVICE LLC</b>        |                                           |          |
| 324197                                              | 09/03/2026                                |          |
| Inv 97738586                                        |                                           |          |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>              |          |
| 07/07/2026                                          | Books Library Collection AN 20AZ233       | 314.49   |
| Inv 97738586 Total                                  |                                           | 314.49   |
| Inv 98685353                                        |                                           |          |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>              |          |
| 08/19/2026                                          | Books Library Collection AN 20AZ233       | 1,047.91 |
| Inv 98685353 Total                                  |                                           | 1,047.91 |
| 324197 Total:                                       |                                           | 1,362.40 |
| <b>INGRMLIB - INGRAM LIBRARY SERVICE LLC Total:</b> |                                           | 1,362.40 |
| <b>INT6115 - R &amp; M Hansen Enter Inc</b>         |                                           |          |
| 324215                                              | 09/03/2026                                |          |
| Inv 18141578                                        |                                           |          |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>              |          |
| 08/20/2026                                          | Replacement Battery for Unit 11           | 308.87   |
| Inv 18141578 Total                                  |                                           | 308.87   |
| Inv 1814198                                         |                                           |          |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>              |          |
| 08/12/2026                                          | Vehicle Maintenance - Battery Replacement | 357.49   |
| Inv 1814198 Total                                   |                                           | 357.49   |
| 324215 Total:                                       |                                           | 666.36   |
| <b>INT6115 - R &amp; M Hansen Enter Inc Total:</b>  |                                           | 666.36   |
| <b>ISGU4011 - Gutierrez, Issac</b>                  |                                           |          |
| 0                                                   | 09/03/2026                                |          |
| Inv 08/19/2026                                      |                                           |          |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>              |          |

| Check Number                              | Check Date                                                       | Amount   |
|-------------------------------------------|------------------------------------------------------------------|----------|
| 08/28/2026                                | DET. GUTIERREZ REIMBURSEMENT ACTIVE SHOOTER RES                  | 23.00    |
| Inv 08/19/2026 Total                      |                                                                  | 23.00    |
| Inv H-P84SM6BFQ8XQ                        |                                                                  |          |
| <u>Line Item Date</u>                     | <u>Line Item Description</u>                                     |          |
| 08/10/2026                                | PD Reimb Hotel 8/23-8/28/26 training ICI Burglary, Theft, Stolen | 1,089.60 |
| Inv H-P84SM6BFQ8XQ Total                  |                                                                  | 1,089.60 |
| 0 Total:                                  |                                                                  | 1,112.60 |
| <b>ISGU4011 - Gutierrez, Issac Total:</b> |                                                                  | 1,112.60 |
| <b>JASMNKIM - Kim, Jasmin</b>             |                                                                  |          |
| 0                                         | 09/03/2026                                                       |          |
| Inv 08102026_001                          |                                                                  |          |
| <u>Line Item Date</u>                     | <u>Line Item Description</u>                                     |          |
| 09/01/2026                                | Jasmin Kim - Reimbursement May 2026                              | 7.61     |
| Inv 08102026_001 Total                    |                                                                  | 7.61     |
| Inv 08102026_002                          |                                                                  |          |
| <u>Line Item Date</u>                     | <u>Line Item Description</u>                                     |          |
| 09/01/2026                                | Jasmin Kim - Reimbursement May 2026                              | 7.00     |
| Inv 08102026_002 Total                    |                                                                  | 7.00     |
| Inv 08102026_003                          |                                                                  |          |
| <u>Line Item Date</u>                     | <u>Line Item Description</u>                                     |          |
| 09/01/2026                                | Jasmin Kim - Reimbursement May 2026                              | 15.23    |
| Inv 08102026_003 Total                    |                                                                  | 15.23    |
| Inv 08102026_004                          |                                                                  |          |
| <u>Line Item Date</u>                     | <u>Line Item Description</u>                                     |          |
| 09/01/2026                                | Jasmin Kim - Reimbursement May 2026                              | 30.33    |
| Inv 08102026_004 Total                    |                                                                  | 30.33    |
| Inv 08102026_005                          |                                                                  |          |
| <u>Line Item Date</u>                     | <u>Line Item Description</u>                                     |          |
| 09/01/2026                                | Jasmin Kim - Reimbursement May 2026                              | 16.31    |
| Inv 08102026_005 Total                    |                                                                  | 16.31    |
| Inv 09012026123347-0001                   |                                                                  |          |
| <u>Line Item Date</u>                     | <u>Line Item Description</u>                                     |          |
| 09/01/2026                                | Jasmin Kim - Reimbursement May 2026                              | 19.18    |



| Check Number                                  | Check Date                                              | Amount   |
|-----------------------------------------------|---------------------------------------------------------|----------|
| Inv 09012026123347-0001 Total                 |                                                         | 19.18    |
| 0 Total:                                      |                                                         | 95.66    |
| <b>JASMNKIM - Kim, Jasmin Total:</b>          |                                                         | 95.66    |
| <b>JCLTRAFF - JCL Traffic Services</b>        |                                                         |          |
| 0                                             | 09/03/2026                                              |          |
| Inv                                           | 134996                                                  |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 07/06/2026                                    | Delineators for traffic control                         | 2,102.82 |
| Inv 134996 Total                              |                                                         | 2,102.82 |
| Inv                                           | 134997                                                  |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 07/06/2026                                    | Delineators for traffic control                         | 1,080.14 |
| Inv 134997 Total                              |                                                         | 1,080.14 |
| 0 Total:                                      |                                                         | 3,182.96 |
| <b>JCLTRAFF - JCL Traffic Services Total:</b> |                                                         | 3,182.96 |
| <b>JFHL4011 - Jeff Holland</b>                |                                                         |          |
| 324199                                        | 09/03/2026                                              |          |
| Inv                                           | 8749                                                    |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 08/05/2026                                    | PD Reimbursement Fuel 8/5/26                            | 20.00    |
| Inv 8749 Total                                |                                                         | 20.00    |
| 324199 Total:                                 |                                                         | 20.00    |
| <b>JFHL4011 - Jeff Holland Total:</b>         |                                                         | 20.00    |
| <b>JMCB6710 - Cipres Bravo, Jose Manuel</b>   |                                                         |          |
| 324178                                        | 09/03/2026                                              |          |
| Inv                                           | 7.24.26 1230pm                                          |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 07/24/2026                                    | Mileage Reimb 1131 Stratford Water Leak 7/24/26 12:30pm | 31.77    |
| Inv 7.24.26 1230pm Total                      |                                                         | 31.77    |
| Inv                                           | 7.24.26 7am                                             |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |          |
| 07/24/2026                                    | Reimb 1200 Huntington Dr Water Turn Off 7/24/26 7am     | 31.77    |

| Check Number                                       | Check Date                                              | Amount |
|----------------------------------------------------|---------------------------------------------------------|--------|
| Inv 7.24.26 7am Total                              |                                                         | 31.77  |
| Inv 7.26.26                                        |                                                         |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                            |        |
| 07/26/2026                                         | Mileage Reimb Garfield Park Event Set Up 7/26/26 3:30pm | 31.77  |
| Inv 7.26.26 Total                                  |                                                         | 31.77  |
| 324178 Total:                                      |                                                         | 95.31  |
| <b>JMCB6710 - Cipres Bravo, Jose Manuel Total:</b> |                                                         | 95.31  |
| <b>JSAR4011 - Jack's Auto Repair</b>               |                                                         |        |
| 324198                                             | 09/03/2026                                              |        |
| Inv 21212                                          |                                                         |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                            |        |
| 08/21/2026                                         | 45 day inspection for DAR #83                           | 66.00  |
| Inv 21212 Total                                    |                                                         | 66.00  |
| Inv 21227                                          |                                                         |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                            |        |
| 08/28/2026                                         | 45-day inspection for DAR #82                           | 66.00  |
| Inv 21227 Total                                    |                                                         | 66.00  |
| 324198 Total:                                      |                                                         | 132.00 |
| <b>JSAR4011 - Jack's Auto Repair Total:</b>        |                                                         | 132.00 |
| <b>KAKELLER - KELLER, KATHLENE</b>                 |                                                         |        |
| 0                                                  | 09/03/2026                                              |        |
| Inv Aug26Yoga                                      |                                                         |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                            |        |
| 08/28/2026                                         | August Senior Yoga                                      | 932.80 |
| Inv Aug26Yoga Total                                |                                                         | 932.80 |
| 0 Total:                                           |                                                         | 932.80 |
| <b>KAKELLER - KELLER, KATHLENE Total:</b>          |                                                         | 932.80 |
| <b>KBBE9203 - Kabbara Engineering</b>              |                                                         |        |
| 324200                                             | 09/03/2026                                              |        |
| Inv 1904                                           |                                                         |        |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                            |        |

| Check Number                                 | Check Date                                                    | Amount    |
|----------------------------------------------|---------------------------------------------------------------|-----------|
| 08/05/2026                                   | Task Order 3: Orange Zone Reconstruction Project. Design Srvs | 4,944.21  |
| 08/08/2026                                   | Task Order 3: Orange Zone Reconstruction Project. Design Srvs | 1,220.10  |
| 08/05/2026                                   | Task Order 3: Orange Zone Reconstruction Project. Design Srvs | 11,536.48 |
| 08/05/2026                                   | Task Order 3: Orange Zone Reconstruction Project. Design Srvs | 4,944.21  |
| Inv 1904 Total                               |                                                               | 22,645.00 |
| 324200 Total:                                |                                                               | 22,645.00 |
| <b>KBBE9203 - Kabbara Engineering Total:</b> |                                                               | 22,645.00 |
| <b>KMTM4011 - Kim, Timothy</b>               |                                                               |           |
| 324201                                       | 09/03/2026                                                    |           |
| Inv 08/18/2026                               |                                                               |           |
| <u>Line Item Date</u>                        | <u>Line Item Description</u>                                  |           |
| 08/28/2026                                   | CPL KIM REIMBURSEMENT FOR ACTIVE SHOOTER RESPON               | 10.17     |
| Inv 08/18/2026 Total                         |                                                               | 10.17     |
| 324201 Total:                                |                                                               | 10.17     |
| <b>KMTM4011 - Kim, Timothy Total:</b>        |                                                               | 10.17     |
| <b>KVMC6710 - Machado, Kelvin</b>            |                                                               |           |
| 324205                                       | 09/03/2026                                                    |           |
| Inv 6.18.26                                  |                                                               |           |
| <u>Line Item Date</u>                        | <u>Line Item Description</u>                                  |           |
| 06/18/2026                                   | Reimb 301 Orange Gr 1018 Mound Turn On 6/18/26 10:20am        | 24.22     |
| Inv 6.18.26 Total                            |                                                               | 24.22     |
| Inv 6.18.26 7PM                              |                                                               |           |
| <u>Line Item Date</u>                        | <u>Line Item Description</u>                                  |           |
| 06/18/2026                                   | Mileage Reimb 2066 Milan Water Turn On 6/18/26 7PM            | 24.22     |
| Inv 6.18.26 7PM Total                        |                                                               | 24.22     |
| Inv 6.20.26                                  |                                                               |           |
| <u>Line Item Date</u>                        | <u>Line Item Description</u>                                  |           |
| 06/20/2026                                   | Reimb1275 Oak Hill Emergency Turn Off 6/20/26 10AM            | 24.22     |
| Inv 6.20.26 Total                            |                                                               | 24.22     |
| Inv 6.26.26                                  |                                                               |           |
| <u>Line Item Date</u>                        | <u>Line Item Description</u>                                  |           |
| 06/26/2026                                   | Mileage Reimb 514 Fremont Ln Water Turn On 6/26/26 3PM        | 24.22     |
| Inv 6.26.26 Total                            |                                                               | 24.22     |

| Check Number                             | Check Date                                                | Amount   |
|------------------------------------------|-----------------------------------------------------------|----------|
| Inv 8.6.26                               |                                                           |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                              |          |
| 08/06/2026                               | Mileage Reimb 1123 Hope St Water Turn On 8/6/26 6:30PM    | 25.38    |
| Inv 8.6.26 Total                         |                                                           | 25.38    |
| Inv 8.7.26                               |                                                           |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                              |          |
| 08/07/2026                               | Mileage Reimb 438 Fair Oaks Water Turn Off 8/7/26 3:30PM  | 25.38    |
| Inv 8.7.26 Total                         |                                                           | 25.38    |
| Inv 8.9.26                               |                                                           |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                              |          |
| 08/09/2026                               | Mileage Reimb 1121 Meridian Emergency Turn Off 8/9/26 7PM | 25.38    |
| Inv 8.9.26 Total                         |                                                           | 25.38    |
| 324205 Total:                            |                                                           | 173.02   |
| <b>KVMC6710 - Machado, Kelvin Total:</b> |                                                           | 173.02   |
| <b>LIFE822 - Life-Assist Inc.</b>        |                                                           |          |
| 324204                                   | 09/03/2026                                                |          |
| Inv 2174214                              |                                                           |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                              |          |
| 08/04/2026                               | Annual PO for Medical Supplies FY 26-27                   | 61.44    |
| Inv 2174214 Total                        |                                                           | 61.44    |
| Inv 2186736                              |                                                           |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                              |          |
| 08/19/2026                               | Annual PO for Medical Supplies FY 26-27                   | 985.49   |
| Inv 2186736 Total                        |                                                           | 985.49   |
| Inv 2191070                              |                                                           |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                              |          |
| 08/25/2026                               | Annual PO for Medical Supplies FY 26-27                   | 1,232.07 |
| Inv 2191070 Total                        |                                                           | 1,232.07 |
| 324204 Total:                            |                                                           | 2,279.00 |
| <b>LIFE822 - Life-Assist Inc. Total:</b> |                                                           | 2,279.00 |
| <b>LMMARTIN - Martin, Lam</b>            |                                                           |          |
| 324206                                   | 09/03/2026                                                |          |

| Check Number                             | Check Date                                 | Amount   |
|------------------------------------------|--------------------------------------------|----------|
| Inv 288132904                            |                                            |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>               |          |
| 08/25/2026                               | Parking Citation Reimbursement             | 90.00    |
| Inv 288132904 Total                      |                                            | 90.00    |
| 324206 Total:                            |                                            | 90.00    |
| <b>LMMARTIN - Martin, Lam Total:</b>     |                                            | 90.00    |
| <b>LOP1020 - La Opinion LP</b>           |                                            |          |
| 324202                                   | 09/03/2026                                 |          |
| Inv 32897                                |                                            |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>               |          |
| 07/05/2026                               | Legal Public Notice - Election Acct# 20444 | 840.00   |
| Inv 32897 Total                          |                                            | 840.00   |
| 324202 Total:                            |                                            | 840.00   |
| <b>LOP1020 - La Opinion LP Total:</b>    |                                            | 840.00   |
| <b>MCPSTI - Pusateri, Michele</b>        |                                            |          |
| 0                                        | 09/03/2026                                 |          |
| Inv AdultPickleAug2026                   |                                            |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>               |          |
| 08/31/2026                               | Contract Class Instructor                  | 1,820.00 |
| Inv AdultPickleAug2026 Total             |                                            | 1,820.00 |
| Inv SeniorPickleAug2026                  |                                            |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>               |          |
| 08/31/2026                               | Contract Class Instructor                  | 832.00   |
| Inv SeniorPickleAug2026 Total            |                                            | 832.00   |
| 0 Total:                                 |                                            | 2,652.00 |
| <b>MCPSTI - Pusateri, Michele Total:</b> |                                            | 2,652.00 |
| <b>MDONOVAN - Donovan, Michael</b>       |                                            |          |
| 0                                        | 09/03/2026                                 |          |
| Inv MD AUG2026                           |                                            |          |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>               |          |
| 08/02/2026                               | CD Reimb Wellness AUG2026                  | 55.00    |
| Inv MD AUG2026 Total                     |                                            | 55.00    |

| Check Number                                  | Check Date                                         | Amount    |
|-----------------------------------------------|----------------------------------------------------|-----------|
| 0 Total:                                      |                                                    | 55.00     |
| MDONOVAN - Donovan, Michael Total:            |                                                    | 55.00     |
| MDWSTPE - Midwest Tape LLC                    |                                                    |           |
| 324207                                        | 09/03/2026                                         |           |
| Inv 509203111                                 |                                                    |           |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                       |           |
| 07/29/2026                                    | DVDs for Library Collection Cust# 2000009454       | 391.37    |
| Inv 509203111 Total                           |                                                    | 391.37    |
| Inv 509239556                                 |                                                    |           |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                       |           |
| 08/05/2026                                    | DVDs for Library Collection Cust# 2000009454       | 113.65    |
| Inv 509239556 Total                           |                                                    | 113.65    |
| Inv 509271302                                 |                                                    |           |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                       |           |
| 08/12/2026                                    | DVDs for Library Collection Cust# 2000009454       | 237.29    |
| Inv 509271302 Total                           |                                                    | 237.29    |
| 324207 Total:                                 |                                                    | 742.31    |
| MDWSTPE - Midwest Tape LLC Total:             |                                                    | 742.31    |
| MIGINC - Moore Iacofano Goltsman, Inc.        |                                                    |           |
| 0                                             | 09/03/2026                                         |           |
| Inv 0097955                                   |                                                    |           |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                       |           |
| 08/27/2026                                    | GIS Migration to ArcGIS Project 013925.03 JUL 2026 | 170.00    |
| Inv 0097955 Total                             |                                                    | 170.00    |
| Inv 0097971                                   |                                                    |           |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                       |           |
| 07/01/2026                                    | GIS analytical Services 5/1-7/31/26                | 23,698.75 |
| Inv 0097971 Total                             |                                                    | 23,698.75 |
| 0 Total:                                      |                                                    | 23,868.75 |
| MIGINC - Moore Iacofano Goltsman, Inc. Total: |                                                    | 23,868.75 |

| Check Number                                            | Check Date                                  | Amount    |
|---------------------------------------------------------|---------------------------------------------|-----------|
| <b>MNBL8170 - Crestline Software, LLC</b>               |                                             |           |
| 0                                                       | 09/03/2026                                  |           |
| Inv                                                     | #INV21179                                   |           |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                |           |
| 09/01/2026                                              | Utility Billing Mgmt Services SEP26         | 29,081.10 |
| 09/01/2026                                              | LockBox & Call Center Services SEP26        | 1,816.00  |
| Inv #INV21179 Total                                     |                                             | 30,897.10 |
| 0 Total:                                                |                                             | 30,897.10 |
| <b>MNBL8170 - Crestline Software, LLC Total:</b>        |                                             | 30,897.10 |
| <b>MVCH3011 - MV Cheng &amp; Associates Inc.</b>        |                                             |           |
| 324208                                                  | 09/03/2026                                  |           |
| Inv                                                     | 7/31/2026R                                  |           |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                |           |
| 08/04/2026                                              | Accounting consulting srv JUL 2026 RVirany  | 4,310.63  |
| 08/04/2026                                              | Accounting consulting srv JUL 2026 RVirany  | 4,310.62  |
| Inv 7/31/2026R Total                                    |                                             | 8,621.25  |
| Inv                                                     | 8/31/2026R                                  |           |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                |           |
| 09/02/2026                                              | Accounting Consulting Srv AUG 2026 R Virany | 1,698.12  |
| 09/02/2026                                              | Accounting Consulting Srv AUG 2026 R Virany | 1,698.13  |
| Inv 8/31/2026R Total                                    |                                             | 3,396.25  |
| 324208 Total:                                           |                                             | 12,017.50 |
| <b>MVCH3011 - MV Cheng &amp; Associates Inc. Total:</b> |                                             | 12,017.50 |
| <b>NCBS587 - Nick Boswell Photography, Inc.</b>         |                                             |           |
| 0                                                       | 09/03/2026                                  |           |
| Inv                                                     | 33607                                       |           |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                |           |
| 08/27/2026                                              | PD Business Portrait                        | 185.00    |
| Inv 33607 Total                                         |                                             | 185.00    |
| 0 Total:                                                |                                             | 185.00    |
| <b>NCBS587 - Nick Boswell Photography, Inc. Total:</b>  |                                             | 185.00    |
| <b>NCGY7000 - Godoy, Nicholas</b>                       |                                             |           |
| 0                                                       | 09/03/2026                                  |           |

| Check Number                             | Check Date                                          | Amount    |
|------------------------------------------|-----------------------------------------------------|-----------|
| Inv                                      | 08/17/2026                                          |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 08/28/2026                               | OFFICER GODOY REIMBURSEMENT ACTIVE SHOOTER RES      | 12.61     |
| Inv 08/17/2026 Total                     |                                                     | 12.61     |
|                                          |                                                     | <hr/>     |
| 0 Total:                                 |                                                     | 12.61     |
|                                          |                                                     | <hr/>     |
| <b>NCGY7000 - Godoy, Nicholas Total:</b> |                                                     | 12.61     |
| <b>NILA6011 - Lara, Nick</b>             |                                                     |           |
| 324203                                   | 09/03/2026                                          |           |
| Inv                                      | Permit 26300                                        |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 08/19/2026                               | Tree Removal Deposit Refund: 1802 Grevelia St       | 424.00    |
| Inv Permit 26300 Total                   |                                                     | 424.00    |
|                                          |                                                     | <hr/>     |
| 324203 Total:                            |                                                     | 424.00    |
|                                          |                                                     | <hr/>     |
| <b>NILA6011 - Lara, Nick Total:</b>      |                                                     | 424.00    |
| <b>OCL8011 - OCLC Inc.</b>               |                                                     |           |
| 0                                        | 09/03/2026                                          |           |
| Inv                                      | 1000499251                                          |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 07/01/2026                               | Subscription Renewal for Cataloguing and Metadata   | 402.84    |
| Inv 1000499251 Total                     |                                                     | 402.84    |
|                                          |                                                     | <hr/>     |
| Inv                                      | 1000509211                                          |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 07/01/2026                               | Subscription Renewal for Cataloguing and Metadata   | 25,924.65 |
| Inv 1000509211 Total                     |                                                     | 25,924.65 |
|                                          |                                                     | <hr/>     |
| 0 Total:                                 |                                                     | 26,327.49 |
|                                          |                                                     | <hr/>     |
| <b>OCL8011 - OCLC Inc. Total:</b>        |                                                     | 26,327.49 |
| <b>OGOV3011 - OpenGov, Inc.</b>          |                                                     |           |
| 0                                        | 09/03/2026                                          |           |
| Inv                                      | INV28713                                            |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 09/02/2026                               | Wastewater Collection subscription 9/1/26 - 6/30/27 | 8,816.85  |
| 09/02/2026                               | One-Time Deployment Fee Wastewater Collection       | 5,000.00  |
| 09/02/2026                               | Signal Domain subscription 9/1/26 - 6/30/27         | 8,188.52  |
| 09/02/2026                               | One-Time Deployment Fee Signal Domain               | 5,000.00  |



| Check Number                                        | Check Date                                        | Amount    |
|-----------------------------------------------------|---------------------------------------------------|-----------|
| Inv INV28713 Total                                  |                                                   | 27,005.37 |
| 0 Total:                                            |                                                   | 27,005.37 |
| OGOV3011 - OpenGov, Inc. Total:                     |                                                   | 27,005.37 |
| ORA4011 - Orange County Sheriff's Department        |                                                   |           |
| 324209                                              | 09/03/2026                                        |           |
| Inv 09/14-18/26                                     |                                                   |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>                      |           |
| 08/28/2026                                          | OFFICER RODRIGUEZ TUITION TO ATTEND TRAFFIC COLL  | 175.00    |
| Inv 09/14-18/26 Total                               |                                                   | 175.00    |
| 324209 Total:                                       |                                                   | 175.00    |
| ORA4011 - Orange County Sheriff's Department Total: |                                                   | 175.00    |
| PAVECOCO - Paveco Construction Inc                  |                                                   |           |
| 324210                                              | 09/03/2026                                        |           |
| Inv 17370                                           |                                                   |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>                      |           |
| 07/01/2026                                          | Street Repairs Arroyo Verde & Pasadena Ave 7/1/26 | 9,326.00  |
| Inv 17370 Total                                     |                                                   | 9,326.00  |
| Inv 17371                                           |                                                   |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>                      |           |
| 07/01/2026                                          | Street Repairs 533 Orange Grove Ave 7/1/26        | 1,207.50  |
| Inv 17371 Total                                     |                                                   | 1,207.50  |
| Inv 17413                                           |                                                   |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>                      |           |
| 07/31/2026                                          | Street Repairs 1955 Fremont Ave 7/8/26            | 3,520.60  |
| Inv 17413 Total                                     |                                                   | 3,520.60  |
| 324210 Total:                                       |                                                   | 14,054.10 |
| PAVECOCO - Paveco Construction Inc Total:           |                                                   | 14,054.10 |
| PAY7788 - Payke Gymnastics Academy, Inc.            |                                                   |           |
| 324211                                              | 09/03/2026                                        |           |
| Inv PAYKE-Summer26                                  |                                                   |           |
| <u>Line Item Date</u>                               | <u>Line Item Description</u>                      |           |

| Check Number                                               | Check Date                             | Amount   |
|------------------------------------------------------------|----------------------------------------|----------|
| 08/25/2026                                                 | Contract Class Instructor Payment for: | 360.00   |
| Inv PAYKE-Summer26 Total                                   |                                        | 360.00   |
| 324211 Total:                                              |                                        | 360.00   |
| <b>PAY7788 - Payke Gymnastics Academy, Inc. Total:</b>     |                                        | 360.00   |
| <b>PHOE4610 - Phoenix Group Information Systems</b>        |                                        |          |
| 324213                                                     | 09/03/2026                             |          |
| Inv 000577T                                                |                                        |          |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>           |          |
| 08/19/2026                                                 | Handheld Units (3) for PD              | 8,624.28 |
| Inv 000577T Total                                          |                                        | 8,624.28 |
| 324213 Total:                                              |                                        | 8,624.28 |
| <b>PHOE4610 - Phoenix Group Information Systems Total:</b> |                                        | 8,624.28 |
| <b>PMAB8021 - Budka, Pamela Avry</b>                       |                                        |          |
| 324174                                                     | 09/03/2026                             |          |
| Inv AugChairYoga                                           |                                        |          |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>           |          |
| 08/28/2026                                                 | August Senior Chair Yoga               | 411.20   |
| Inv AugChairYoga Total                                     |                                        | 411.20   |
| Inv AugMeditation                                          |                                        |          |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>           |          |
| 08/28/2026                                                 | August Senior Meditation               | 160.80   |
| Inv AugMeditation Total                                    |                                        | 160.80   |
| 324174 Total:                                              |                                        | 572.00   |
| <b>PMAB8021 - Budka, Pamela Avry Total:</b>                |                                        | 572.00   |
| <b>PMLDONG - Dong, Pamela C.</b>                           |                                        |          |
| 0                                                          | 09/03/2026                             |          |
| Inv AugMartialArts                                         |                                        |          |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>           |          |
| 08/31/2026                                                 | August Martial Arts                    | 112.00   |
| Inv AugMartialArts Total                                   |                                        | 112.00   |

| Check Number                               | Check Date                                           | Amount |
|--------------------------------------------|------------------------------------------------------|--------|
| Inv                                        | AugQiGong                                            |        |
| <u>Line Item Date</u>                      | <u>Line Item Description</u>                         |        |
| 08/31/2026                                 | August Qi Gong                                       | 152.00 |
| Inv AugQiGong Total                        |                                                      | 152.00 |
|                                            |                                                      | <hr/>  |
| 0 Total:                                   |                                                      | 264.00 |
|                                            |                                                      | <hr/>  |
| <b>PMLDONG - Dong, Pamela C. Total:</b>    |                                                      | 264.00 |
| <b>PTZM4011 - Zamora, Patrick</b>          |                                                      |        |
| 324236                                     | 09/03/2026                                           |        |
| Inv                                        | 08/20/2026                                           |        |
| <u>Line Item Date</u>                      | <u>Line Item Description</u>                         |        |
| 08/28/2026                                 | OFFICER ZAMORA REIMBURSEMENT ACTIVE SHOOTER RI       | 16.56  |
| Inv 08/20/2026 Total                       |                                                      | 16.56  |
|                                            |                                                      | <hr/>  |
| 324236 Total:                              |                                                      | 16.56  |
|                                            |                                                      | <hr/>  |
| <b>PTZM4011 - Zamora, Patrick Total:</b>   |                                                      | 16.56  |
| <b>PUFG8267 - Wong, Pauline Sam</b>        |                                                      |        |
| 0                                          | 09/03/2026                                           |        |
| Inv                                        | Aug26Adult                                           |        |
| <u>Line Item Date</u>                      | <u>Line Item Description</u>                         |        |
| 08/31/2026                                 | August Adult Line Dance                              | 26.00  |
| Inv Aug26Adult Total                       |                                                      | 26.00  |
|                                            |                                                      | <hr/>  |
| Inv                                        | Aug26Senior                                          |        |
| <u>Line Item Date</u>                      | <u>Line Item Description</u>                         |        |
| 08/31/2026                                 | August Sr. Line Dancing                              | 236.00 |
| Inv Aug26Senior Total                      |                                                      | 236.00 |
|                                            |                                                      | <hr/>  |
| 0 Total:                                   |                                                      | 262.00 |
|                                            |                                                      | <hr/>  |
| <b>PUFG8267 - Wong, Pauline Sam Total:</b> |                                                      | 262.00 |
| <b>QLET8032 - Quality Entertainment</b>    |                                                      |        |
| 324214                                     | 09/03/2026                                           |        |
| Inv                                        | 2026BWS12.12A                                        |        |
| <u>Line Item Date</u>                      | <u>Line Item Description</u>                         |        |
| 08/26/2026                                 | Breakfast with Santa Event 12/12/26 - Santa Retainer | 275.00 |
| Inv 2026BWS12.12A Total                    |                                                      | 275.00 |

| Check Number                             | Check Date                                          | Amount    |
|------------------------------------------|-----------------------------------------------------|-----------|
| 324214 Total:                            |                                                     | 275.00    |
| QLET8032 - Quality Entertainment Total:  |                                                     | 275.00    |
| <b>RAMCOENG - Ramirez, Emilio</b>        |                                                     |           |
| 324216                                   | 09/03/2026                                          |           |
| Inv                                      | 2026-1148                                           |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 08/18/2026                               | Library NE Ramp Construction Project, 100% complete | 44,670.90 |
| Inv 2026-1148 Total                      |                                                     | 44,670.90 |
| 324216 Total:                            |                                                     | 44,670.90 |
| <b>RAMCOENG - Ramirez, Emilio Total:</b> |                                                     | 44,670.90 |
| <b>REP6115 - Yunex LLC</b>               |                                                     |           |
| 0                                        | 09/03/2026                                          |           |
| Inv                                      | 5610009125                                          |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 08/24/2026                               | traffic signal call out Fremont/Rollin              | 732.50    |
| Inv 5610009125 Total                     |                                                     | 732.50    |
| Inv                                      | 90010862                                            |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 08/12/2026                               | new light to install due to TC, no report taken     | 19,645.00 |
| Inv 90010862 Total                       |                                                     | 19,645.00 |
| Inv                                      | 90010863                                            |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 08/12/2026                               | light replacement due to TC. Report taken           | 21,290.00 |
| Inv 90010863 Total                       |                                                     | 21,290.00 |
| Inv                                      | 90010946                                            |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 08/24/2026                               | traffic signal monthly maintenance July 2026        | 3,435.00  |
| Inv 90010946 Total                       |                                                     | 3,435.00  |
| Inv                                      | 90010947                                            |           |
| <u>Line Item Date</u>                    | <u>Line Item Description</u>                        |           |
| 08/24/2026                               | new light install due to TC                         | 11,395.00 |
| Inv 90010947 Total                       |                                                     | 11,395.00 |

| Check Number                                               | Check Date                                                       | Amount    |
|------------------------------------------------------------|------------------------------------------------------------------|-----------|
| 0 Total:                                                   |                                                                  | 56,497.50 |
| <b>REP6115 - Yunex LLC Total:</b>                          |                                                                  | 56,497.50 |
| <b>RHAL9158 - RHA Landscape Architects-Planners</b>        |                                                                  |           |
| 324217                                                     | 09/03/2026                                                       |           |
| Inv                                                        | 123316                                                           |           |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>                                     |           |
| 08/18/2026                                                 | Parks Comprehensive Plan 6/26-7/25/2026                          | 935.00    |
| Inv 123316 Total                                           |                                                                  | 935.00    |
| 324217 Total:                                              |                                                                  | 935.00    |
| <b>RHAL9158 - RHA Landscape Architects-Planners Total:</b> |                                                                  | 935.00    |
| <b>RIN7777 - Rincon Consultants, Inc.</b>                  |                                                                  |           |
| 0                                                          | 09/03/2026                                                       |           |
| Inv                                                        | 76565                                                            |           |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>                                     |           |
| 08/17/2026                                                 | City's Noise Ordinance (June/July 2026)                          | 897.30    |
| Inv 76565 Total                                            |                                                                  | 897.30    |
| 0 Total:                                                   |                                                                  | 897.30    |
| <b>RIN7777 - Rincon Consultants, Inc. Total:</b>           |                                                                  | 897.30    |
| <b>RYAN - Garcia, Ryan</b>                                 |                                                                  |           |
| 324187                                                     | 09/03/2026                                                       |           |
| Inv                                                        | 203066753156                                                     |           |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>                                     |           |
| 07/22/2026                                                 | Ryan Garcia Water Operator Recertification Reimbursement 7/22/26 | 61.65     |
| Inv 203066753156 Total                                     |                                                                  | 61.65     |
| 324187 Total:                                              |                                                                  | 61.65     |
| <b>RYAN - Garcia, Ryan Total:</b>                          |                                                                  | 61.65     |
| <b>SAXE2013 - Saxe-Clifford PH.D, Susan</b>                |                                                                  |           |
| 324219                                                     | 09/03/2026                                                       |           |
| Inv                                                        | 26-0827-6                                                        |           |
| <u>Line Item Date</u>                                      | <u>Line Item Description</u>                                     |           |
| 08/26/2026                                                 | Psychological Evaluation MB - August 2026                        | 450.00    |

| Check Number                                                 | Check Date                                       | Amount   |
|--------------------------------------------------------------|--------------------------------------------------|----------|
| Inv 26-0827-6 Total                                          |                                                  | 450.00   |
| 324219 Total:                                                |                                                  | 450.00   |
| SAXE2013 - Saxe-Clifford PH.D, Susan Total:                  |                                                  | 450.00   |
| SCRR4010 - Superior Court of California, County of LA        |                                                  |          |
| 324227                                                       | 09/03/2026                                       |          |
| Inv July 2026                                                |                                                  |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                     |          |
| 08/11/2026                                                   | Citations processed for the month of July, 2026. | 9,871.50 |
| Inv July 2026 Total                                          |                                                  | 9,871.50 |
| 324227 Total:                                                |                                                  | 9,871.50 |
| SCRR4010 - Superior Court of California, County of LA Total: |                                                  | 9,871.50 |
| SGMC2013 - Apramian, Glen John                               |                                                  |          |
| 324169                                                       | 09/03/2026                                       |          |
| Inv 134696.0                                                 |                                                  |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                     |          |
| 07/20/2026                                                   | Pre-Employment & Physical Exams 7/20/2026        | 85.00    |
| Inv 134696.0 Total                                           |                                                  | 85.00    |
| Inv 146109.0                                                 |                                                  |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                     |          |
| 07/30/2026                                                   | Pre-Employment & Physical Exams 7/30/2026        | 150.00   |
| Inv 146109.0 Total                                           |                                                  | 150.00   |
| Inv 155737                                                   |                                                  |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                     |          |
| 07/20/2026                                                   | Pre-Employment & Physical Exams 7/20/2026        | 85.00    |
| Inv 155737 Total                                             |                                                  | 85.00    |
| Inv 158644                                                   |                                                  |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                     |          |
| 07/14/2026                                                   | Pre-Employment & Physical Exams 7/14/2026        | 175.00   |
| Inv 158644 Total                                             |                                                  | 175.00   |
| Inv 158721                                                   |                                                  |          |
| <u>Line Item Date</u>                                        | <u>Line Item Description</u>                     |          |
| 07/21/2026                                                   | Pre-Employment & Physical Exams 7/21/2026        | 175.00   |
| Inv 158721 Total                                             |                                                  | 175.00   |

| Check Number                                                  | Check Date                                   | Amount   |
|---------------------------------------------------------------|----------------------------------------------|----------|
| 324169 Total:                                                 |                                              | 670.00   |
| SGMC2013 - Apramian, Glen John Total:                         |                                              | 670.00   |
| SGVM2010 - San Gabriel Valley City Manager Association        |                                              |          |
| 324218                                                        | 09/03/2026                                   |          |
| Inv                                                           | SGVCMA-SouthPasadena                         |          |
| <u>Line Item Date</u>                                         | <u>Line Item Description</u>                 |          |
| 08/19/2026                                                    | SGVCMA - South Pasadena Membership 2026      | 55.00    |
| Inv SGVCMA-SouthPasadena Total                                |                                              | 55.00    |
| 324218 Total:                                                 |                                              | 55.00    |
| SGVM2010 - San Gabriel Valley City Manager Association Total: |                                              | 55.00    |
| SHO7777 - RoseDrew, Inc                                       |                                              |          |
| 0                                                             | 09/03/2026                                   |          |
| Inv                                                           | 332295                                       |          |
| <u>Line Item Date</u>                                         | <u>Line Item Description</u>                 |          |
| 08/12/2026                                                    | Blu Ray/DVD cases                            | 227.56   |
| Inv 332295 Total                                              |                                              | 227.56   |
| 0 Total:                                                      |                                              | 227.56   |
| SHO7777 - RoseDrew, Inc Total:                                |                                              | 227.56   |
| SHUSTERA - Shuster Advisory Group, LLC                        |                                              |          |
| 324221                                                        | 09/03/2026                                   |          |
| Inv                                                           | 12481                                        |          |
| <u>Line Item Date</u>                                         | <u>Line Item Description</u>                 |          |
| 07/31/2026                                                    | HR Pension Plans - 457(b) & 401(a) July 2026 | 807.80   |
| Inv 12481 Total                                               |                                              | 807.80   |
| 324221 Total:                                                 |                                              | 807.80   |
| SHUSTERA - Shuster Advisory Group, LLC Total:                 |                                              | 807.80   |
| SIERCHEV - Sierra Monrovia Chevrolet, LLC                     |                                              |          |
| 324222                                                        | 09/03/2026                                   |          |
| Inv                                                           | CVCS53588                                    |          |
| <u>Line Item Date</u>                                         | <u>Line Item Description</u>                 |          |
| 07/24/2026                                                    | Service for Chevy Bolt                       | 1,571.90 |

| Check Number                                            | Check Date                                                  | Amount   |
|---------------------------------------------------------|-------------------------------------------------------------|----------|
| Inv CVCSS53588 Total                                    |                                                             | 1,571.90 |
| 324222 Total:                                           |                                                             | 1,571.90 |
| <b>SIERCHEV - Sierra Monrovia Chevrolet, LLC Total:</b> |                                                             | 1,571.90 |
| <b>SKYHAWKS - Lenear Sports, LLC</b>                    |                                                             |          |
| 0                                                       | 09/03/2026                                                  |          |
| Inv SKYPickleballSM26                                   |                                                             |          |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                |          |
| 08/27/2026                                              | Instructor payment for Skyhawks Summer Session 2 Pickleball | 341.25   |
| Inv SKYPickleballSM26 Total                             |                                                             | 341.25   |
| Inv SKYTennisSM26                                       |                                                             |          |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                |          |
| 08/25/2026                                              | Instructor payment for Skyhawks Summer Session 2 Tennis     | 568.75   |
| Inv SKYTennisSM26 Total                                 |                                                             | 568.75   |
| Inv SKYVolleyballSM26                                   |                                                             |          |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                |          |
| 08/26/2026                                              | Instructor payment for Skyhawks Summer Session 2 Volleyball | 341.25   |
| Inv SKYVolleyballSM26 Total                             |                                                             | 341.25   |
| 0 Total:                                                |                                                             | 1,251.25 |
| <b>SKYHAWKS - Lenear Sports, LLC Total:</b>             |                                                             | 1,251.25 |
| <b>SPEC5011 - Spectrum Gas Products</b>                 |                                                             |          |
| 324223                                                  | 09/03/2026                                                  |          |
| Inv 0000698153                                          |                                                             |          |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                |          |
| 08/12/2026                                              | Medical Oxygen Supplies AN 1204                             | 46.50    |
| Inv 0000698153 Total                                    |                                                             | 46.50    |
| Inv 0000698577                                          |                                                             |          |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                |          |
| 08/17/2026                                              | Medical Oxygen Supplies AN 1204                             | 350.85   |
| Inv 0000698577 Total                                    |                                                             | 350.85   |
| 324223 Total:                                           |                                                             | 397.35   |



| Check Number                                            | Check Date                                                    | Amount |
|---------------------------------------------------------|---------------------------------------------------------------|--------|
| <b>SPEC5011 - Spectrum Gas Products Total:</b>          |                                                               | 397.35 |
| <b>SPRAGUES - Spragues' Rock &amp; Sand Inc.</b>        |                                                               |        |
| 324224                                                  | 09/03/2026                                                    |        |
| Inv 280901                                              |                                                               |        |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                  |        |
| 07/07/2026                                              | Sidewalk Repair at 1726 Rollin St.                            | 634.82 |
| Inv 280901 Total                                        |                                                               | 634.82 |
| 324224 Total:                                           |                                                               | 634.82 |
| <b>SPRAGUES - Spragues' Rock &amp; Sand Inc. Total:</b> |                                                               | 634.82 |
| <b>SSSS8267 - Round Star West, LLC</b>                  |                                                               |        |
| 0                                                       | 09/03/2026                                                    |        |
| Inv S.S.S Parent & Me Session 2                         |                                                               |        |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                  |        |
| 08/26/2026                                              | Instructor payments for SSS Summer 2026 Session 2 Parent & Me | 343.20 |
| Inv S.S.S Parent & Me Session 2 Total                   |                                                               | 343.20 |
| Inv S.S.S Session 2                                     |                                                               |        |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                  |        |
| 08/26/2026                                              | Instructor payments for SSS Summer 2026 Session 2             | 429.00 |
| Inv S.S.S Session 2 Total                               |                                                               | 429.00 |
| 0 Total:                                                |                                                               | 772.20 |
| <b>SSSS8267 - Round Star West, LLC Total:</b>           |                                                               | 772.20 |
| <b>STA5219 - Staples Business Advantage</b>             |                                                               |        |
| 0                                                       | 09/03/2026                                                    |        |
| Inv 6064836972                                          |                                                               |        |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                  |        |
| 05/29/2026                                              | Finance Supplies May 2026                                     | 24.02  |
| Inv 6064836972 Total                                    |                                                               | 24.02  |
| Inv 6066462970                                          |                                                               |        |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                  |        |
| 06/17/2026                                              | Senior Center supplies                                        | 58.50  |
| Inv 6066462970 Total                                    |                                                               | 58.50  |
| Inv 6066865899                                          |                                                               |        |
| <u>Line Item Date</u>                                   | <u>Line Item Description</u>                                  |        |

| Check Number          | Check Date                                    | Amount |
|-----------------------|-----------------------------------------------|--------|
| 06/24/2026            | City Clerk supplies                           | 11.59  |
| Inv 6066865899        | Total                                         | 11.59  |
| Inv 6067435112        |                                               |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>                  |        |
| 06/30/2026            | PD Office Supplies                            | 805.47 |
| Inv 6067435112        | Total                                         | 805.47 |
| Inv 6067435113        |                                               |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>                  |        |
| 06/30/2026            | PD Office Supplies                            | 60.19  |
| Inv 6067435113        | Total                                         | 60.19  |
| Inv 6068285526        |                                               |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>                  |        |
| 07/08/2026            | Finance Supplies JUL 2026                     | 234.27 |
| Inv 6068285526        | Total                                         | 234.27 |
| Inv 6069155134        |                                               |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>                  |        |
| 07/21/2026            | Finance Supplies JUL2026                      | 277.26 |
| Inv 6069155134        | Total                                         | 277.26 |
| Inv 6071401839        |                                               |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>                  |        |
| 08/13/2026            | Office Supplies                               | 49.06  |
| Inv 6071401839        | Total                                         | 49.06  |
| Inv 6071478457        |                                               |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>                  |        |
| 08/14/2026            | Water Division DVD Player for Training Videos | 32.04  |
| 08/14/2026            | Water Division DVD Player for Training Videos | 32.04  |
| Inv 6071478457        | Total                                         | 64.08  |
| Inv 6071478458        |                                               |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>                  |        |
| 08/14/2026            | foot rest, glue sticks                        | 47.64  |
| Inv 6071478458        | Total                                         | 47.64  |
| Inv 6071478459        |                                               |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>                  |        |
| 08/14/2026            | Office Supplies                               | 58.55  |
| Inv 6071478459        | Total                                         | 58.55  |

| Check Number          | Check Date                       | Amount |
|-----------------------|----------------------------------|--------|
| Inv 6071478461        |                                  |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>     |        |
| 08/14/2026            | chair mats                       | 71.23  |
| Inv 6071478461 Total  |                                  | 71.23  |
| Inv 6071563817        |                                  |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>     |        |
| 08/15/2026            | Office Supplies                  | 12.14  |
| Inv 6071563817 Total  |                                  | 12.14  |
| Inv 6071772010        |                                  |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>     |        |
| 08/18/2026            | coat rack                        | 50.82  |
| Inv 6071772010 Total  |                                  | 50.82  |
| Inv 6071772011        |                                  |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>     |        |
| 08/18/2026            | Water Division Office Supplies   | 47.97  |
| Inv 6071772011 Total  |                                  | 47.97  |
| Inv 6071772012        |                                  |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>     |        |
| 08/18/2026            | pens, air dusters                | 45.71  |
| Inv 6071772012 Total  |                                  | 45.71  |
| Inv 6071772013        |                                  |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>     |        |
| 08/18/2026            | PD Office Supplies               | 80.52  |
| Inv 6071772013 Total  |                                  | 80.52  |
| Inv 6071772015        |                                  |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>     |        |
| 08/18/2026            | PD Office Supplies               | 604.39 |
| Inv 6071772015 Total  |                                  | 604.39 |
| Inv 6072008249        |                                  |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>     |        |
| 08/21/2026            | dry/erase board, markers, eraser | 47.33  |
| Inv 6072008249 Total  |                                  | 47.33  |
| Inv 6072711392        |                                  |        |
| <u>Line Item Date</u> | <u>Line Item Description</u>     |        |

| Check Number                                | Check Date                                         | Amount   |
|---------------------------------------------|----------------------------------------------------|----------|
| 08/28/2026                                  | Senior Center supplies                             | 118.71   |
| Inv 6072711392                              | Total                                              | 118.71   |
| 0 Total:                                    |                                                    | 2,769.45 |
| STA5219 - Staples Business Advantage Total: |                                                    | 2,769.45 |
| STDF4010 - Sentinel Defense, LLC            |                                                    |          |
| 324220                                      | 09/03/2026                                         |          |
| Inv 09182027                                |                                                    |          |
| <u>Line Item Date</u>                       | <u>Line Item Description</u>                       |          |
| 08/22/2026                                  | OFFICER GRAMAJO TUITION TO ATTEND PISTOL OPTICS IN | 500.00   |
| Inv 09182027                                | Total                                              | 500.00   |
| 324220 Total:                               |                                                    | 500.00   |
| STDF4010 - Sentinel Defense, LLC Total:     |                                                    | 500.00   |
| STPHCHCY - Chauncey, Stephen A              |                                                    |          |
| 324176                                      | 09/03/2026                                         |          |
| Inv 09/15-18/2026                           |                                                    |          |
| <u>Line Item Date</u>                       | <u>Line Item Description</u>                       |          |
| 08/28/2026                                  | OFFICER TORRES TO ATTEND RADAR/LASER TRAINING 09.  | 300.00   |
| Inv 09/15-18/2026                           | Total                                              | 300.00   |
| 324176 Total:                               |                                                    | 300.00   |
| STPHCHCY - Chauncey, Stephen A Total:       |                                                    | 300.00   |
| SUN8556 - Sun Badge Company                 |                                                    |          |
| 324226                                      | 09/03/2026                                         |          |
| Inv 428055                                  |                                                    |          |
| <u>Line Item Date</u>                       | <u>Line Item Description</u>                       |          |
| 08/20/2026                                  | PD Shooting Metals                                 | 1,999.95 |
| Inv 428055                                  | Total                                              | 1,999.95 |
| 324226 Total:                               |                                                    | 1,999.95 |
| SUN8556 - Sun Badge Company Total:          |                                                    | 1,999.95 |
| SWOR8032 - Swords Fencing Studio            |                                                    |          |
| 324228                                      | 09/03/2026                                         |          |

| Check Number                                   | Check Date                                              | Amount    |
|------------------------------------------------|---------------------------------------------------------|-----------|
| Inv                                            | SWFENCING-August 2026                                   |           |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                            |           |
| 08/18/2026                                     | Contract Class Instructor Payment Fencing August 2026   | 180.00    |
| Inv                                            | SWFENCING-August 2026 Total                             | 180.00    |
| 324228 Total:                                  |                                                         | 180.00    |
| <b>SWOR8032 - Swords Fencing Studio Total:</b> |                                                         | 180.00    |
| <b>TFERNDEZ - Fernandez, Tatiana</b>           |                                                         |           |
| 0                                              | 09/03/2026                                              |           |
| Inv                                            | TF 6.30.26                                              |           |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                            |           |
| 06/30/2026                                     | Purhcase Staples Dept Supplies 6/30/26                  | 9.64      |
| Inv                                            | TF 6.30.26 Total                                        | 9.64      |
| Inv                                            | TF 7.8-7.9.26                                           |           |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                            |           |
| 06/30/2026                                     | Petty Cash Audit, Food Pickup Budget meeting 7/8-7/9/26 | 5.24      |
| Inv                                            | TF 7.8-7.9.26 Total                                     | 5.24      |
| 0 Total:                                       |                                                         | 14.88     |
| <b>TFERNDEZ - Fernandez, Tatiana Total:</b>    |                                                         | 14.88     |
| <b>TMOB4010 - T-Mobile</b>                     |                                                         |           |
| 324230                                         | 09/03/2026                                              |           |
| Inv                                            | 988212311-43                                            |           |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                            |           |
| 08/20/2026                                     | AN 988212311 7/21-8/20/26 So Pas                        | 627.12    |
| Inv                                            | 988212311-43 Total                                      | 627.12    |
| 324230 Total:                                  |                                                         | 627.12    |
| <b>TMOB4010 - T-Mobile Total:</b>              |                                                         | 627.12    |
| <b>TRA5998 - Transtech Engineers, Inc.</b>     |                                                         |           |
| 0                                              | 09/03/2026                                              |           |
| Inv                                            | 20265834                                                |           |
| <u>Line Item Date</u>                          | <u>Line Item Description</u>                            |           |
| 07/31/2026                                     | 240997 SP Building/Safety Staff & Inspections JUL 2026  | 43,564.00 |
| Inv                                            | 20265834 Total                                          | 43,564.00 |

| Check Number                                      | Check Date                                      | Amount    |
|---------------------------------------------------|-------------------------------------------------|-----------|
| Inv 20265835                                      |                                                 |           |
| <u>Line Item Date</u>                             | <u>Line Item Description</u>                    |           |
| 07/31/2026                                        | Job# 240998 SP Building/Safety JUL 2026         | 21,255.00 |
| Inv 20265835 Total                                |                                                 | 21,255.00 |
| 0 Total:                                          |                                                 | 64,819.00 |
| <b>TRA5998 - Transtech Engineers, Inc. Total:</b> |                                                 | 64,819.00 |
| <b>TRIOCOMM - Elior Inc.</b>                      |                                                 |           |
| 324184 09/03/2026                                 |                                                 |           |
| Inv 223ABS100002914                               |                                                 |           |
| <u>Line Item Date</u>                             | <u>Line Item Description</u>                    |           |
| 08/04/2026                                        | Senior Center Nutrition Program July            | 5,105.62  |
| Inv 223ABS100002914 Total                         |                                                 | 5,105.62  |
| 324184 Total:                                     |                                                 | 5,105.62  |
| <b>TRIOCOMM - Elior Inc. Total:</b>               |                                                 | 5,105.62  |
| <b>TYBL7000 - Borrello, Tyler</b>                 |                                                 |           |
| 324173 09/03/2026                                 |                                                 |           |
| Inv 08/21/2026                                    |                                                 |           |
| <u>Line Item Date</u>                             | <u>Line Item Description</u>                    |           |
| 08/28/2026                                        | CPL BORRELLO REIMBURSEMENT FOR ACTIVE SHOOTER 1 | 15.62     |
| Inv 08/21/2026 Total                              |                                                 | 15.62     |
| 324173 Total:                                     |                                                 | 15.62     |
| <b>TYBL7000 - Borrello, Tyler Total:</b>          |                                                 | 15.62     |
| <b>UND6710 - Underground Service Alert/SC</b>     |                                                 |           |
| 324232 09/03/2026                                 |                                                 |           |
| Inv 25-264510                                     |                                                 |           |
| <u>Line Item Date</u>                             | <u>Line Item Description</u>                    |           |
| 07/01/2026                                        | Underground Utility Service Alert Fee July 2026 | 47.89     |
| Inv 25-264510 Total                               |                                                 | 47.89     |
| Inv 620260719                                     |                                                 |           |
| <u>Line Item Date</u>                             | <u>Line Item Description</u>                    |           |
| 07/01/2026                                        | Monthly Database Fee                            | 154.05    |

| Check Number                                  | Check Date                                                   | Amount   |
|-----------------------------------------------|--------------------------------------------------------------|----------|
| Inv 620260719 Total                           |                                                              | 154.05   |
| 324232 Total:                                 |                                                              | 201.94   |
| UND6710 - Underground Service Alert/SC Total: |                                                              | 201.94   |
| UPP7789 - Upper San Gabriel Valley MWD        |                                                              |          |
| 0                                             | 09/03/2026                                                   |          |
| Inv 2/07-26                                   |                                                              |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                                 |          |
| 08/17/2026                                    | Water Purchased from MWD July 2026                           | 120.83   |
| Inv 2/07-26 Total                             |                                                              | 120.83   |
| Inv 2026Q2-FXD                                |                                                              |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                                 |          |
| 05/15/2026                                    | Municipal Water District Q2 Capacity Charge                  | 3,987.50 |
| Inv 2026Q2-FXD Total                          |                                                              | 3,987.50 |
| Inv 2026Q3-FXD                                |                                                              |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                                 |          |
| 08/17/2026                                    | MWD Q3 Capacity Charge                                       | 3,987.50 |
| Inv 2026Q3-FXD Total                          |                                                              | 3,987.50 |
| 0 Total:                                      |                                                              | 8,095.83 |
| UPP7789 - Upper San Gabriel Valley MWD Total: |                                                              | 8,095.83 |
| URTL6711 - United Rentals                     |                                                              |          |
| 0                                             | 09/03/2026                                                   |          |
| Inv 265138023-001                             |                                                              |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                                 |          |
| 07/24/2026                                    | lift for library to clean fixtures                           | 826.96   |
| Inv 265138023-001 Total                       |                                                              | 826.96   |
| Inv 265590354-001                             |                                                              |          |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                                 |          |
| 08/12/2026                                    | Backwash Tank Rental for Carbon Exchange at Wilson Reservoir | 1,879.83 |
| Inv 265590354-001 Total                       |                                                              | 1,879.83 |
| 0 Total:                                      |                                                              | 2,706.79 |
| URTL6711 - United Rentals Total:              |                                                              | 2,706.79 |
| AP-Check Detail (9/8/2026 - 3:37 PM)          |                                                              | Page 42  |

| Check Number                                       | Check Date                                                 | Amount    |
|----------------------------------------------------|------------------------------------------------------------|-----------|
| <b>USPROPRN - US Pro Printing</b>                  |                                                            |           |
| 324233                                             | 09/03/2026                                                 |           |
| Inv 101                                            |                                                            |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                               |           |
| 08/19/2026                                         | Plans Scanning for Risk Management August 2026             | 42.00     |
| Inv 101 Total                                      |                                                            | 42.00     |
| 324233 Total:                                      |                                                            | 42.00     |
| <b>USPROPRN - US Pro Printing Total:</b>           |                                                            | 42.00     |
| <b>WGJENTER - WGJ Enterprises, Inc.</b>            |                                                            |           |
| 324234                                             | 09/03/2026                                                 |           |
| Inv 12888C-01                                      |                                                            |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                               |           |
| 07/28/2026                                         | On-call striping, pavement markings, & curb painting       | 2,291.00  |
| Inv 12888C-01 Total                                |                                                            | 2,291.00  |
| Inv 12888C-02                                      |                                                            |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                               |           |
| 07/24/2026                                         | On-call striping, pavement markings, & curb painting       | 43,254.84 |
| Inv 12888C-02 Total                                |                                                            | 43,254.84 |
| 324234 Total:                                      |                                                            | 45,545.84 |
| <b>WGJENTER - WGJ Enterprises, Inc. Total:</b>     |                                                            | 45,545.84 |
| <b>WIL2010 - Willdan Financial Services</b>        |                                                            |           |
| 0                                                  | 09/03/2026                                                 |           |
| Inv 00633003                                       |                                                            |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                               |           |
| 08/17/2026                                         | Hanscom Dr to Las Palmitas St Drainage Design Improvements | 314.00    |
| Inv 00633003 Total                                 |                                                            | 314.00    |
| 0 Total:                                           |                                                            | 314.00    |
| <b>WIL2010 - Willdan Financial Services Total:</b> |                                                            | 314.00    |
| <b>WON1111 - Wong, Daren</b>                       |                                                            |           |
| 324235                                             | 09/03/2026                                                 |           |
| Inv 08/20/2026                                     |                                                            |           |
| <u>Line Item Date</u>                              | <u>Line Item Description</u>                               |           |

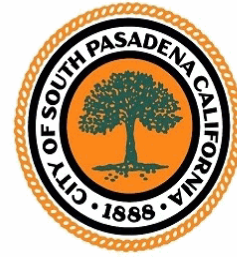


| Check Number                              | Check Date                                        | Amount       |
|-------------------------------------------|---------------------------------------------------|--------------|
| 08/28/2026                                | OFFICER WONG REIMBURSEMENT FOR ACTIVE SHOOTER     | 22.09        |
| Inv 08/20/2026 Total                      |                                                   | 22.09        |
| 324235 Total:                             |                                                   | 22.09        |
| <b>WON1111 - Wong, Daren Total:</b>       |                                                   | 22.09        |
| <b>ZAVA4011 - Zavala, Jeanette</b>        |                                                   |              |
| 324237                                    | 09/03/2026                                        |              |
| Inv 3833                                  |                                                   |              |
| <u>Line Item Date</u>                     | <u>Line Item Description</u>                      |              |
| 08/28/2026                                | TUITION REIMBURSEMENT FOR P.A. ZAVALA WHO PAID OI | 1,392.00     |
| Inv 3833 Total                            |                                                   | 1,392.00     |
| 324237 Total:                             |                                                   | 1,392.00     |
| <b>ZAVA4011 - Zavala, Jeanette Total:</b> |                                                   | 1,392.00     |
| Total:                                    |                                                   | 2,331,238.39 |

# Accounts Payable

## Check Detail

User: tfernandez  
Printed: 09/08/2026 - 3:38PM



| Check Number                                      | Check Date                                    | Amount    |
|---------------------------------------------------|-----------------------------------------------|-----------|
| <b>DBAR3011 - Brink's Incorporated</b>            |                                               |           |
| 0                                                 | 09/08/2026                                    |           |
| Inv 13286659                                      |                                               |           |
| <u>Line Item Date</u>                             | <u>Line Item Description</u>                  |           |
| 09/01/2026                                        | Armored Transportation SEP 2026               | 2,574.24  |
| Inv 13286659 Total                                |                                               | 2,574.24  |
| Inv 8852790                                       |                                               |           |
| <u>Line Item Date</u>                             | <u>Line Item Description</u>                  |           |
| 08/31/2026                                        | Armored Transportation AUG 2026 Library Oxley | 20.50     |
| Inv 8852790 Total                                 |                                               | 20.50     |
| 0 Total:                                          |                                               | 2,594.74  |
| <b>DBAR3011 - Brink's Incorporated Total:</b>     |                                               | 2,594.74  |
| <b>ENTERPRI - Enterprise FM Trust</b>             |                                               |           |
| 0                                                 | 09/08/2026                                    |           |
| Inv FBN5745458                                    |                                               |           |
| <u>Line Item Date</u>                             | <u>Line Item Description</u>                  |           |
| 09/03/2026                                        | PD Tesla Fleet Monthly Lease Payments FY26/27 | 8,674.67  |
| 09/03/2026                                        | PD Tesla Fleet Monthly Lease Payments FY26/27 | 16,839.06 |
| Inv FBN5745458 Total                              |                                               | 25,513.73 |
| 0 Total:                                          |                                               | 25,513.73 |
| <b>ENTERPRI - Enterprise FM Trust Total:</b>      |                                               | 25,513.73 |
| <b>GRTE2011 - Granite Telecommunications, LLC</b> |                                               |           |
| 0                                                 | 09/08/2026                                    |           |
| Inv 760571175                                     |                                               |           |
| <u>Line Item Date</u>                             | <u>Line Item Description</u>                  |           |
| 09/01/2026                                        | Monthly Services for EPIK - SEP 2026          | 1,577.78  |
| Inv 760571175 Total                               |                                               | 1,577.78  |

| Check Number                                      | Check Date | Amount    |
|---------------------------------------------------|------------|-----------|
| 0 Total:                                          |            | 1,577.78  |
| GRTE2011 - Granite Telecommunications, LLC Total: |            | 1,577.78  |
| Total:                                            |            | 29,686.25 |

# Accounts Payable

## Check Detail

User: tfernandez  
Printed: 09/08/2026 - 3:39PM



| Check Number                                  | Check Date                                              | Amount     |
|-----------------------------------------------|---------------------------------------------------------|------------|
| <b>GEBR9280 - Gentry Brothers Inc.</b>        |                                                         |            |
| 324238                                        | 09/08/2026                                              |            |
| Inv                                           | PB10                                                    |            |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |            |
| 08/05/2026                                    | FY 19-20 Street Improvement Project Progress Payment 10 | 177,726.00 |
| 08/05/2026                                    | FY 19-20 Street Improvement Project Progress Payment 10 | 227,384.36 |
| Inv PB10 Total                                |                                                         | 405,110.36 |
| Inv                                           | PB11                                                    |            |
| <u>Line Item Date</u>                         | <u>Line Item Description</u>                            |            |
| 08/31/2026                                    | FY 19-20 Street Improvement Project Payment11           | 217,125.92 |
| 08/31/2026                                    | FY 19-20 Street Improvement Project Payment11           | 72,223.75  |
| Inv PB11 Total                                |                                                         | 289,349.67 |
| 324238 Total:                                 |                                                         | 694,460.03 |
| <b>GEBR9280 - Gentry Brothers Inc. Total:</b> |                                                         | 694,460.03 |
| Total:                                        |                                                         | 694,460.03 |

City of  
**SOUTH PASADENA**

| Online Payment Log |               |                    |                                                          |
|--------------------|---------------|--------------------|----------------------------------------------------------|
| Date               | Vendor        | Amount             | Description                                              |
| 8/24/2026          | Pitney Bowes  | \$2,000.00         | Postage Meter Pre-Paid Funds (06/09/2026-08/24/2026).    |
| 9/8/2026           | So Cal Edison | \$28,605.65        | Online Payment for Various City Owned Electric Accounts. |
| 9/8/2026           | So Cal Gas    | \$717.58           | Online Payment for City Owned Natural Gas Accounts.      |
| <b>Total:</b>      |               | <b>\$31,323.23</b> |                                                          |

# Payroll

## Payroll Summary Report



| <b>Payroll Date:</b> |  | <b>08.28.2026</b> |           | <b>Regular Payroll</b> |  |
|----------------------|--|-------------------|-----------|------------------------|--|
| Checks               |  |                   | \$        | 832.86                 |  |
| Direct Deposits      |  |                   | \$        | 629,346.53             |  |
| IRS Payments         |  |                   | \$        | 125,073.39             |  |
| EDD - State of CA    |  |                   | \$        | 42,692.61              |  |
| PERS Pension         |  |                   | \$        | 171,387.49             |  |
| Deferred Comp        |  |                   | \$        | 37,679.69              |  |
| PARS                 |  |                   | \$        | 1,095.14               |  |
| PERS Health          |  |                   | \$        | 255,158.27             |  |
| <b>Subtotal:</b>     |  |                   | <b>\$</b> | <b>1,263,265.98</b>    |  |
| <b>Grand Total:</b>  |  |                   | <b>\$</b> | <b>1,263,265.98</b>    |  |



# City Council Agenda Report

ITEM NO. 5

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Nikima S. Newsome, Chief City Clerk

**SUBJECT:** **CONSIDERATION OF APPROVAL OF THE REGULAR MEETING  
MINUTES FOR JULY 30, 2026 AND SEPTEMBER 2, 2026**

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## Recommendation

It is recommended that the City Council approve the minutes of the July 30, 2026, and September 2, 2026, Regular City Council Meetings.

## Executive Summary

The meeting minutes are attached to this staff report for the City Council's consideration and approval.

## Background

The City Clerk's Department is responsible for preparing the official action minutes for City Council meetings.

## Analysis

The City Clerk prepares action minutes, which serve as the official written record of actions taken by the City Council during a meeting, including motions, votes, and direction provided to staff, without documenting the full discussion. Action minutes provide a clear and permanent record of Council proceedings for the public, City staff, and legal purposes. The City Council approves the minutes of prior meetings to confirm that they accurately and completely reflect the actions taken. Councilmembers may vote to approve meeting minutes even if they were not in attendance, as the minutes constitute the official record of the legislative body's actions rather than those of any individual Councilmember.

## Fiscal Impact

There is no fiscal impact. Preparation of meeting minutes is included in the City Clerk's work plan as part of the FY 2026-2027 Adopted Budget.

Attachment:

[Attachment No. 1 - Regular Meeting Minutes - July 30, 2026](#)

[Attachment No. 2 - Regular Meeting Minutes - September 2, 2026](#)



**CITY OF SOUTH PASADENA  
CITY COUNCIL MINUTES**

**JULY 30, 2026**

**CALL TO ORDER:**

A regular meeting of the South Pasadena City Council was called to order by Mayor Rossi at 5:31 p.m., on Thursday, July 30, 2026, at City Council Chambers, 1424 Mission Street, South Pasadena, California 91030.

**ROLL CALL:**

**PRESENT**

|               |                   |
|---------------|-------------------|
| Mayor         | Sheila Rossi      |
| Mayor Pro Tem | Omari Ferguson    |
| Councilmember | Janet Braun       |
| Councilmember | Jon Primuth       |
| Councilmember | Michael Cacciotti |

**ALSO PRESENT**

Assistant City Manager Nick Kimball  
Chief City Clerk Nikima Newsome

**PUBLIC COMMENT**

**1. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)**

No members of the public spoke to the item.

**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.

No members of the public spoke to the consent calendar.



Motion by Councilmember Braun, seconded by Councilmember Primuth to approve the consent calendar. The motion was approved by the following roll call vote, with Mayor Rossi recusing from the vote on Item No. 2:

AYES: Councilmembers Braun, Primuth, Cacciotti,  
Mayor Pro Tem Ferguson, Mayor Rossi  
NOES: None  
ABSENT: None

- 2. ADOPTION OF AN UNCODIFIED ORDINANCE TO DELAY EFFECTUATION OF SENATE BILL 79 (GOVERNMENT CODE SECTIONS 65912.155 ET SEQ.) FOR CERTAIN SITES CONTAINING A LOCALLY DESIGNATED HISTORIC RESOURCE, AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), was adopted.**

Recommendation

It is recommended that the City Council adopt an uncodified Ordinance that will delay effectuation and exclude only individual sites containing a locally designated historic resource.

- 3. ADOPTION OF AN UNCODIFIED ORDINANCE TO DELAY EFFECTUATION OF SENATE BILL 79 (GOVERNMENT CODE SECTIONS 65912.155 ET SEQ.) FOR CERTAIN SITES THAT ARE ZONED DOWNTOWN SPECIFIC PLAN MIXED USE CORE AND DOWNTOWN SPECIFIC PLAN MIXED USE CORE-50 (GOVERNMENT CODE SECTION 65912.157(A)) AND MAKING A DETERMINATION OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), was adopted.**

Recommendation

It is recommended that the City Council adopt an uncodified Ordinance that will delay effectuation and exclude only sites that are zoned Downtown Specific Plan Mixed Use Core and Downtown Mixed Use Core-50 within the SB 79 Transit Oriented Development area.

**ADJOURNMENT**

On order of the Mayor, the City Council meeting adjourned at 5:34 p.m., without objection.

ATTEST:

APPROVED:

Nikima S. Newsome  
Chief City Clerk

Sheila Rossi  
Mayor



**CITY OF SOUTH PASADENA  
CITY COUNCIL MINUTES**

**SEPTEMBER 2, 2026**

**CALL TO ORDER:**

A regular meeting of the South Pasadena City Council was called to order by Mayor Rossi at 7:00 p.m., on Wednesday, September 2, 2026, at City Council Chambers, 1424 Mission Street, South Pasadena, California 91030.

**ROLL CALL:**

**PRESENT**

|               |                   |
|---------------|-------------------|
| Mayor         | Sheila Rossi      |
| Mayor Pro Tem | Omari Ferguson    |
| Councilmember | Janet Braun       |
| Councilmember | Jon Primuth       |
| Councilmember | Michael Cacciotti |

**ALSO PRESENT**

City Manager Todd Hileman  
City Attorney Roxanne  
Chief City Clerk Nikima Newsome

All Councilmembers were present and a quorum was determined. Councilmember Primuth led the assemblage in the Pledge of Allegiance.

**PUBLIC COMMENT**

**1. PUBLIC COMMENT – GENERAL (NON-AGENDA ITEMS)**

Members of the public Fernando Cespedes, Colin Campbell, John Sullivan, Steve Novotny, Mr. Quinn, and Benjamin Giacometti addressed the Council in person. Members of the public Constance Villalvazo, Angelo Gladding, and Edgar Varela addressed the Council remotely.

**CHANGES TO THE AGENDA**

**2. REORDERING OF, ADDITIONS, OR DELETIONS TO THE AGENDA**

There was no agenda management.

**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.

Item Nos. 7 and 10 were pulled from consent via public comment.

Motion by Councilmember Cacciotti, seconded by Councilmember Braun to approve the consent calendar, except Items 7 and 10. The motion was approved by the following roll call vote:

AYES: Councilmembers Braun, Primuth, Cacciotti,  
Mayor Pro Tem Ferguson, Mayor Rossi  
NOES: None  
ABSENT: None

3. **CONSIDERATION OF THE APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$34,795.94; GENERAL CITY WARRANTS IN THE AMOUNT OF \$1,201,956.96; ONLINE PAYMENTS IN THE AMOUNT OF \$190,963.06; VOIDS IN THE AMOUNT OF (\$10,551.55); PAYROLL IN THE AMOUNT OF \$1,037,620.92,** was approved.

Recommendation

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

4. **CONSIDERATION OF APPROVAL OF THE REGULAR MEETING MINUTES FOR AUGUST 19, 2026,** were approved.

Recommendation

It is recommended that the City Council approve the minutes of the August 19, 2026, Regular City Council Meeting.

5. **CONSIDERATION TO APPROVE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH TORTI GALLAS + PARTNERS FOR A TWO-PHASE OBJECTIVE DESIGN STANDARDS PROGRAM AND ADOPT RESOLUTION NO. 8026 APPROVING A \$50,000 AMENDMENT TO THE FISCAL YEAR 2026-2027 BUDGET,** was approved.

Recommendation

It is recommended that the City Council:

- a. Approve an amendment to the Professional Services Agreement with Torti Gallas + Partners (TGP) to revise the scope of services to implement a two-phase approach for preparation and adoption of Objective Design Standards and amend the project budget;
- b. Authorize the City Manager to execute the First Amendment in a form approved by the City Attorney; and
- c. Adopt Resolution No. 8026 approving a \$50,000 budget amendment to the Fiscal Year 2026-2027 budget and the related budget adjustments.

**6. CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC. FOR MUNICIPAL ADVISOR SERVICES IN CONNECTION WITH THE REFUNDING OF THE CITY'S OUTSTANDING WATER REVENUE BONDS, was approved.**

Recommendation

It is recommended that the City Council:

1. Approve a Professional Services Agreement with Urban Futures, Inc. ("UFI") to provide Municipal Advisor services in connection with a potential refunding of the City's outstanding Water Revenue Bonds, for a contingent fee not to exceed \$39,000, payable solely from bond proceeds upon the successful closing of a refunding transaction; and
2. Authorize the City Manager, or designee, to execute a Professional Services Agreement with Urban Futures, Inc., (Attachment 1) in a form approved by the City Attorney, and to execute any amendments thereto that do not materially increase the City's obligations.

**7. CONSIDERATION TO INTRODUCE FOR FIRST READING ORDINANCE NO. 2421, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING THE SOUTH PASADENA MUNICIPAL CODE RELATING TO CITY LIBRARY RULES AND ESTABLISHING AN ADMINISTRATIVE APPEAL PROCESS FOR SUSPENSION OF LIBRARY VISITATION PRIVILEGES, was approved.**

Recommendation

It is recommended that the City Council introduce for first reading by title only and waive full reading of Ordinance No. 2421 amending the South Pasadena Municipal Code relating to the establishment and enforcement of library rules and establishing an administrative appeal process for the suspension of library visitation privileges.

Member of the public Colin Campbell addressed the Council in person regarding Item No. 7.

Motion by Councilmember Braun, seconded by Councilmember Cacciotti to approve the staff recommendation. The motion was approved by the following roll call vote:

AYES: Councilmembers Braun, Primuth, Cacciotti,  
Mayor Pro Tem Ferguson, Mayor Rossi  
NOES: None  
ABSENT: None

- 8. CONSIDERATION TO RENEW AND APPROVE AN AGREEMENT WITH NEOGOV, A SOFTWARE PLATFORM PROVIDING HUMAN RESOURCES SUPPORT SERVICES, was approved.**

Recommendation

It is recommended that the City Council approve the annual contract renewal with NEOGOV in an amount not to exceed \$68,137.24 and authorize the City Manager to execute the renewal agreement in a form approved by the City Attorney.

- 9. CONSIDERATION TO ACCEPT PROJECT COMPLETION AND AUTHORIZE FILING OF THE NOTICE OF COMPLETION FOR THE LIBRARY CARD ACCESS AND CAMERA PROJECT, AND AUTHORIZE RELEASE OF THE RETENTION PAYMENT TO CONVERGINT TECHNOLOGIES, LLC IN THE AMOUNT OF \$5,885.40, was approved.**

Recommendation

It is recommended that the City Council:

- a. Accept the Library Card Access and Camera Project (Project) as complete;
- b. Authorize the recordation of the Notice of Completion (NOC) with the Los Angeles County Registrar-Recorder/County Clerk; and
- c. Authorize release of retention payment to Convergent Technologies, LLC (Contractor) in the amount of \$5,885.40.

- 10. CONSIDERATION TO APPROVE THE SCOPE AND PRIORITY OF THE CITYWIDE INFORMATION TECHNOLOGY AND CYBERSECURITY MODERNIZATION PROGRAM, ADOPT RESOLUTION NO. 8030 AMENDING THE FISCAL YEAR 2026-2027 BUDGET FOR AN APPROPRIATION AND AUTHORIZE THE CITY MANAGER TO PROCURE, APPROVE AND EXECUTE AGREEMENTS UP TO THE BUDGETED AMOUNT FOR THE PROGRAM, was approved.**

Recommendation

Staff recommends that the City Council:

1. Approve the scope and priority sequencing of the thirteen infrastructure projects described in this report, including the Water Department SCADA Network Modernization project;

2. Adopt Resolution No. 8030 (Attachment No. 1), amending the Fiscal Year 2026-2027 Adopted Budget to appropriate \$650,000 to Account No.101-3010-3032-8170-000 for the Citywide Information Technology and Cybersecurity Infrastructure Modernization Program ("Program") described in this report, as further described in the Fiscal Impact section; and
3. Authorize the City Manager to procure and approve and execute all necessary contracts and piggybackable master agreements to implement the projects described in this report up the budgeted amount for the Program.

Member of the public Colin Campbell addressed the Council in person regarding Item No. 10. Member of the public Josh Betta addressed the Council remotely regarding Item No. 10.

Motion by Councilmember Braun, seconded by Councilmember Cacciotti to approve the staff recommendation. The motion was approved by the following roll call vote:

AYES: Councilmembers Braun, Primuth, Cacciotti,  
Mayor Pro Tem Ferguson, Mayor Rossi  
NOES: None  
ABSENT: None

#### **ACTION/DISCUSSION**

#### **11. CONSIDERATION OF ADOPTION OF RESOLUTION NO. 8029, A RESOLUTION AMENDING RESOLUTION NO. 8000 TO AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO REDUCE OR WAIVE CERTAIN PUBLIC WORKS ENCROACHMENT PERMIT FEES FOR SIDEWALK, DRIVEWAY, AND RELATED RIGHT-OF-WAY REPAIR WORK**

##### Recommendation

It is recommended that the City Council adopt Resolution No. 8029, a Resolution amending Resolution No. 8000 to authorize the City Manager, or designee, on a discretionary, case-by-case basis, to reduce or waive certain Public Works encroachment permit and inspection fees for qualifying privately funded sidewalk, driveway, and related right-of-way repair work.

Members of the public Steve Novotny and Sam Burgess addressed the Council in person regarding Item No. 11.

Motion by Councilmember Braun, seconded by Councilmember Primuth to approve the staff recommendation. The motion was approved by the following roll call vote:

AYES: Councilmembers Braun, Primuth, Cacciotti,  
Mayor Pro Tem Ferguson, Mayor Rossi  
NOES: None  
ABSENT: None

**12. CONSIDERATION OF USING THE TEMPORARY USE PERMIT APPLICATION AS THE PRIMARY APPLICATION FOR SPECIAL EVENTS AND ESTABLISHING A FRAMEWORK FOR CO-SPONSORSHIP AND FEE WAIVER REQUESTS**

Recommendation

It is recommended that the City Council:

1. Receive and file an update regarding staff's discontinuation of the separate Special Event Application and use of the Temporary Use Permit (TUP) Application as the City's primary application and intake process for special events;
2. Receive and file information regarding fee waivers currently provided pursuant to the City's existing Co-Sponsorship Policy;
3. Review and provide direction to staff regarding the proposed Fee Waiver Policy, which would replace the existing Co-Sponsorship Policy and Exhibit A; and
4. Provide direction to staff, as appropriate.

Member of the public Josh Betta addressed the Council remotely regarding Item No. 12.

Motion by Councilmember Braun, seconded by Councilmember Primuth to approve items 1 and 2 of the staff recommendation and provide direction. The motion was approved by the following roll call vote:

|         |                                                                                  |
|---------|----------------------------------------------------------------------------------|
| AYES:   | Councilmembers Braun, Primuth, Cacciotti,<br>Mayor Pro Tem Ferguson, Mayor Rossi |
| NOES:   | None                                                                             |
| ABSENT: | None                                                                             |

**PUBLIC COMMENT CONTINUED**

**13. CONTINUED PUBLIC COMMENT - GENERAL**

*(only if we did not complete the initial round of speakers at beginning of the meeting)*

There was no continued public comment.

**COMMUNICATIONS**

14. Councilmember Cacciotti reported on recent community events and infrastructure items, including appreciation for Community Services and staff for a well-attended Samoan cultural program at the Senior Center, and commended the City Manager, Public Works Director, and field staff for the prompt repair of a lifted sidewalk slab on Mission Street following his report. He noted a visibility and safety concern regarding a short unpainted red curb segment on Oak Street near Holy Family and shared that staff is reviewing the condition. He thanked staff for recent striping and painting work on Mission Street and reported attending community meetings on the Fremont–Huntington protected bike lanes, including a well-attended session at the Middle School auditorium with extensive public

questions and discussion. He also reported on his participation in the San Gabriel Valley Council of Governments' Homelessness Committee meeting in Monrovia, which included a presentation from the Los Angeles County Department of Homeless Services and Housing, and the SGVCOG Energy, Environment, and Natural Resources Committee meeting addressing regional energy and environmental issues.

Mayor Rossi announced that the City will hold the 25th commemoration of the September 11 attacks at City Hall on September 11 at 7:00 a.m., led by the Public Safety team, and announced a family Moon Festival event to be held at the Library Park on September 19 at 11:00 a.m. She congratulated City Attorney Roxanne Diaz on being elected to serve as President of the City Attorneys Department of the League of California Cities and stated the City looks forward to celebrating her achievement later in the month.

**15.** There were no City Manager Communications.

**ADJOURNMENT**

On order of the Mayor, the City Council meeting adjourned at 8:30 p.m., without objection.

ATTEST:

APPROVED:

Nikima S. Newsome  
Chief City Clerk

Sheila Rossi  
Mayor





# City Council Agenda Report

ITEM NO. 6

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Roger Sung, Human Resources Director  
Melisa Flores, Senior Human Resources Analyst

**SUBJECT:** **CONSIDERATION TO ADOPT RESOLUTION NO. 8028 AMENDING PART II, SECTION 4(C) OF THE PERSONNEL RULES & REGULATIONS TO DELEGATE LIMITED AUTHORITY TO THE CITY MANAGER TO APPROVE ADMINISTRATIVE AMENDMENTS TO CLASS SPECIFICATIONS**

---

## Recommendation

Staff recommends that the City Council adopt Resolution No. 8028 amending *Part II, Section 4(C) of the City of South Pasadena Personnel Rules & Regulations* delegating authority to the City Manager to approve, revise, and amend class specifications for existing City positions, subject to the limitations set forth in the amended Section 4(C).

## Executive Summary

The City's current Personnel Rules & Regulations require City Council approval of modifications or amendments to job specifications. While this process provides an appropriate level of oversight for changes affecting classification, compensation and staffing levels, it also requires routine administrative updates to be brought before the City Council.

Staff recommends delegating limited administrative authority to the City Manager, or their designee, to approve and update job specifications for existing classifications. The delegated authority would apply to the content of the class specification (job description) and may include revisions to the classification title, essential functions and duties, minimum qualifications, knowledge, skills, and abilities, physical requirements, working conditions, reporting relationships identified within the specification, and other administrative or technical information necessary to keep the specification accurate and current.

The proposed delegation would not authorize the City Manager to make decisions regarding the allocation of positions within the organization, create or eliminate classifications, establish or modify salary ranges, increase or decrease authorized staffing levels, approve structural or organizational changes requiring Council action, or otherwise take actions involving budgetary, compensation, or policy matters reserved for the City Council.

Accordingly, the proposed amendments distinguish between the administrative maintenance of a class specification and decisions regarding the allocation, compensation, staffing, or organizational placement of a position. The former may be handled administratively under the proposed delegation, while the latter would remain within the City Council's purview.

All amendments would remain subject to applicable labor relations obligations including meet-and-confer requirements under the Meyers-Milias-Brown Act (MMBA), applicable Memoranda of Understanding (MOUs), and review by Human Resources, and, when appropriate, the City Attorney or other appropriate City Departments.

### **Background**

Under *Part II, Section 4(c) of the City's Personnel Rules & Regulations*, modifications or amendments to job specifications must be approved by resolution of the City Council.

This requirement is meant to provide City Council with oversight of classification, compensation, staffing, and organizational matters. However, it also applies to routine updates to the language and content of a class specification that do not change the allocation, compensation, staffing levels, or organizational structure associated with a position.

These types of administrative revisions are distinguishable from decisions regarding the allocation or organizational placement of a position, changes to authorized staffing levels, compensation, reclassification, or organizational restructuring, which would continue to require City Council approval when otherwise required by City policy, ordinance, resolution, or budget authority.

### **Analysis**

Staff proposes a limited delegation of authority to the City Manager, or their designee, to approve and maintain administrative and technical updates to job specifications for existing classifications.

Job specifications require periodic review to remain consistent with current operations, organizational structure, technology, regulatory requirements, and the essential functions of a position. Under the proposed delegation, permissible updates may include:

- Updating or revising a classification title when the change does not alter the fundamental nature of the classification;
- Updating or revising essential functions and duties consistent with the classification;
- Updating knowledge, skills, abilities, and minimum qualifications;
- Revising physical requirements and working conditions;
- Updating reporting relationships;
- Correcting outdated, inconsistent, or technical language.

### **Example – Administrative Update**

A department requests that the job specification for the Senior Management Analyst classification be updated to include the following duties:

- Functions as the lead on assigned special projects; and
- Conducts trend analysis related to budget forecasting.

Because these changes clarify or update the duties of an existing classification and do not affect compensation, authorized staffing levels, or the fundamental nature of the classification, City Council approval would not be required. Approval of these revisions would fall within the delegated authority of the City Manager, or their designee.

Conversely, the delegated authority would not extend to actions which would include:

- Create or eliminate a classification;
- Establish or modify a salary range or salary schedule;
- Increase or decrease authorized budgeted FTE positions;
- Approve a reclassification;
- Require additional budget authority or other City Council action.

#### Example – City Council Approval Required

A department requests the creation of a new classification titled "Customer Service Greeter", with a recommended salary of \$26.00 per hour, and requests authorization for an additional budgeted FTE position.

Because this proposal would create a new classification, establish a new salary, and increase the City's authorized budget count, the action would remain subject to City Council approval.

This approach preserves City Council authority over decisions that have policy, fiscal, classification, or organizational significance while allowing administrative staff to address routine changes more efficiently. The delegated authority could not be used to accomplish through a job specification amendment an action that would otherwise require City Council approval.

Human Resources would maintain the official current version of each job specification, including the date of revision, and retain prior versions in accordance with applicable records retention requirements.

#### Labor Relations/Meet-and-Confer Obligations

Staff presented the proposed revisions to the affected labor organizations for review, and the labor organizations have agreed to the proposed changes.

The proposed amendment changes only the City's internal approval process and does not alter any obligations under the MMBA, applicable MOUs, or other labor agreements. Before implementing a job specification amendment, the City will determine whether the proposed change affects wages, hours, or other terms and conditions of employment within the scope of representation or otherwise triggers a statutory or contractual meet-and-confer obligation. Where required, the City will complete the applicable labor relations process before implementation.

Human Resources will continue to review proposed amendments, with consultation from the City Attorney, Risk Management, or other affected departments when appropriate.

Staff recommends approval of the proposed amendment because it will provide a more efficient process for maintaining accurate and current job specifications while preserving appropriate City Council oversight.

Delegating routine administrative updates will also support recruitment by allowing Human Resources to update job specifications and prepare recruitment materials without unnecessary delays, while substantive changes involving classification, compensation, staffing, budget authority, or policy will continue to require City Council approval.

**Fiscal Impact**

There is no direct fiscal impact associated with this action. Changes to salary ranges and authorized position counts would remain subject to City Council approval, this delegation does not affect the adopted budget or position control.

Attachment:

[Attachment No 1 - Resolution 8028](#)

[Attachment No 2 - Personnel Rules Section 4 \(redline\)](#)

**RESOLUTION NO. 8028**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING PART II, SECTION 4(C) OF THE PERSONNEL RULES & REGULATIONS TO DELEGATE LIMITED AUTHORITY TO THE CITY MANAGER, OR THEIR DESIGNEE, TO APPROVE ADMINISTRATIVE AMENDMENTS TO CLASS SPECIFICATIONS**

**WHEREAS**, the City of South Pasadena maintains written class specifications for positions in the City that describe the duties, responsibilities, qualifications, and other requirements of each class; and

**WHEREAS**, Part II, Section 4 of the City's Personnel Rules & Regulations currently requires any modification or amendment to a class specification to be approved by the City Council by resolution; and

**WHEREAS**, the City recognizes that class specifications require periodic administrative updates to reflect changes in duties, organizational structure, technology, terminology, regulatory requirements, and other operational needs; and

**WHEREAS**, the City Council desires to delegate limited authority to the City Manager, or their designee, to approve administrative and non-substantive amendments to existing class specifications while maintaining City Council approval for changes involving classification, compensation, authorized staffing levels, or other matters requiring Council action; and

**WHEREAS**, the proposed delegation does not authorize changes to salary ranges, authorized staffing levels, or other actions that would require additional budget authority; and

**WHEREAS**, the City Council finds that the proposed amendment will improve administrative efficiency while maintaining appropriate oversight and accountability.

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

**SECTION 1.** Part II, Section 4(c) of the City's Personnel Rules & Regulations is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by reference.

**SECTION 2.** The City Manager, or their designee, is authorized to approve, revise, and amend existing class specifications for administrative or non-substantive changes consistent with Part II, Section 4(c), as amended by this Resolution.

**SECTION 3.** Nothing in this Resolution authorizes the City Manager, or their designee, to create or eliminate classifications, modify salary ranges or salary schedules, increase or decrease authorized full-time equivalent (FTE) positions, approve reclassifications, or take any other action that requires City Council approval.

**SECTION 4.** Any amendment to a class specification made pursuant to the authority granted by this Resolution shall comply with applicable federal and state laws, labor agreements, and any required meet-and-confer obligations.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** on this 16th day of September 2026.

\_\_\_\_\_  
Sheila Rossi, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nikima S. Newsome, Chief City Clerk

\_\_\_\_\_  
Roxanne Diaz, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution No. 8028 was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th of September 2026 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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Nikima S. Newsome, Chief City Clerk

## **EXHIBIT A**

### **AMENDED PART II, SECTION 4(C) OF THE PERSONNEL RULES & REGULATIONS**

#### **SECTION 4. CLASS SPECIFICATIONS**

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- (A) The City Manager shall maintain a written specification for each class; and such class specifications, when approved and adopted in accordance with this Section, shall constitute the official specifications of classes in the City service. Such specifications shall be based on a study of the duties and responsibilities of positions in the City Service. Each class specification shall set forth the title of the class, a definition of the duties encompassed, distinguishing characteristics, if necessary, example of duties, and a statement of qualifications for proficient performance of the work.
- (B) The official copy of each class specification shall be maintained by the City Manager and shall indicate the date of adoption or last revision or amendment of each specification. The official copy of the specification shall be open to inspection by employees and the public.
- (C) Said specifications referred to herein are hereby incorporated herein and made a part of this resolution by reference; new class specifications and changes that require City Council approval shall be made by a resolution, duly passed and adopted by the Council.

The City Manager, or their designee, may approve, revise, and amend existing class specifications for administrative changes that do not change the salary range, authorized number of full-time equivalent (FTE) positions, or overall scope of the class. City Council approval is required for any change that:

1. Creates or eliminates a classification;
  2. Changes a salary range or salary schedule;
  3. Increases or decreases the authorized number of FTE positions;
  4. Results in a reclassification; or
  5. Significantly changes the duties, responsibilities or level of a class.
- (D) Before implementing a job specification amendment, the City will determine whether the proposed change affects wages, hours, or other terms and conditions of employment within the scope of representation or otherwise triggers a statutory or contractual meet-and-confer obligation. Where required, the City will complete the applicable labor relations process before implementation.



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**SECTION 4. CLASS SPECIFICATIONS**

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(A) The City Manager shall maintain a written specification for each class; and such class specifications, when approved and adopted in accordance with this Section~~by the Council~~, shall constitute the official specifications of classes in the City service. Such specifications shall be based on a study of the duties and responsibilities of positions in the City Service. Each class specification shall set forth the title of the class, a definition of the duties encompassed, distinguishing characteristics, if necessary, example of duties, and a statement of qualifications for proficient performance of the work.

(B) The official copy of each class specification shall be ~~as contained in the official book of class specifications~~ maintained by the City Manager and shall indicate the date of adoption or last revision or amendment of each specification. The official copy of the specification shall be open to inspection by employees and the public.

(C) Said specifications referred to herein are hereby incorporated herein and made a part of this resolution by reference; new class specifications and changes that require City Council approval shall be made by a resolution, duly passed and adopted by the Council.

The City Manager, or their designee, may approve, revise, and amend existing class specifications for administrative changes that do not change the salary range, authorized number of full-time equivalent (FTE) positions, or overall scope of the class. City Council approval is required for any change that:

1. Creates or eliminates a classification;
2. Changes a salary range or salary schedule;
3. Increases or decreases the authorized number of FTE positions;
4. Results in a reclassification; or
5. Significantly changes the duties, responsibilities or level of a class.

(D) Before implementing a job specification amendment, the City will determine whether the proposed change affects wages, hours, or other terms and conditions of employment within the scope of representation or otherwise triggers a statutory or contractual meet-and-confer obligation. Where required, the City will complete the applicable labor relations process before implementation.

~~and any modification or amendment thereto shall be made by a resolution, duly passed and adopted by a majority vote of the Council.~~



# City Council Agenda Report

ITEM NO. 7

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Nikima S. Newsome, Chief City Clerk

**SUBJECT:** **CONSIDERATION OF ADOPTION OF RESOLUTION NO. 8031  
ADOPTING AN UPDATED CITY CONFLICT OF INTEREST CODE  
AND RESCINDING RESOLUTION NO. 7879**

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## Recommendation

It is recommended that the City Council adopt Resolution No. 8031, adopting an updated Conflict of Interest Code for the City of South Pasadena and rescinding Resolution No. 7879.

## Background

The Political Reform Act (Government Code Section 81000 et seq.) requires state and local government agencies to adopt and maintain a Conflict of Interest Code. The purpose of the Code is to identify positions whose duties involve making or participating in governmental decisions that may foreseeably affect a financial interest and to establish appropriate financial disclosure requirements for individuals serving in those positions.

The Fair Political Practices Commission (FPPC) has adopted a standard Conflict of Interest Code contained in Section 18730 of Title 2 of the California Code of Regulations. The City incorporates the provisions of Section 18730 by reference and supplements those provisions with appendices identifying the City's designated positions and the disclosure categories applicable to those positions.

Government Code Sections 87306 and 87306.5 require the City to periodically review its Conflict of Interest Code and amend the Code when changed circumstances warrant an update. Such circumstances may include the creation or elimination of positions, changes in organizational structure, changes in position titles or responsibilities, or changes in the types of governmental decisions in which a position participates.

The City Council most recently updated the City's Conflict of Interest Code on November 6, 2024, through adoption of Resolution No. 7879. That resolution established the current disclosure categories and list of designated positions and rescinded the City's previous Resolution No. 7756.

As part of the current biennial review, City departments reviewed their designated positions and corresponding disclosure categories to identify changes that have occurred since adoption of Resolution No. 7879. Based upon that review, staff determined that revisions are necessary to accurately reflect the City's current organizational structure, position titles, responsibilities, and applicable disclosure requirements.

## Analysis

Individuals serving in designated positions are required to file FPPC Form 700, Statement of Economic Interests, and disclose those economic interests specified by the disclosure category assigned to their position. Depending upon the applicable category, disclosure may include investments, business positions, sources of income, gifts, loans, travel payments, and interests in real property. The scope of disclosure is intended to correspond to the types of governmental decisions in which a particular position may participate.

Certain City officials, including members of the City Council and Planning Commission, the City Treasurer, City Manager, and City Attorney, are subject to financial disclosure requirements directly under Government Code Section 87200 et seq. and are therefore identified separately from positions designated through the City's local Conflict of Interest Code.

The proposed Conflict of Interest Code retains the City's existing four disclosure categories. These categories range from full disclosure under Category 1 to more targeted disclosure requirements associated with procurement, real property, regulatory, licensing, and permitting responsibilities under Categories 2 through 4. The proposed Code also retains provisions requiring consultants who make, participate in making, or act in a staff capacity for governmental decisions to file Statements of Economic Interests based upon the range of duties performed.

The primary changes resulting from the 2026 biennial review are contained in Appendix B, which identifies the City's designated positions and their corresponding disclosure categories. The proposed amendments reflect organizational restructuring, newly created or retitled positions, elimination of positions that are no longer applicable, reassignment of positions among departments, and adjustments to disclosure categories where appropriate.

Significant updates include the following:

1. **Boards, Commissions, and Committees:** The list has been updated to reflect the City's current commission structure. The Community Services Commission and Public Safety Commission have been added, while the prior Design Review Board designation has been removed. The list also reflects the Public Works Infrastructure Commission in place of the previously listed Mobility, Transportation, and Infrastructure Commission and Public Works Commission.
2. **City Clerk's Office:** The Chief City Clerk and Deputy City Clerk are now separately identified under the City Clerk's Office rather than under the former Management Services Department. The Chief City Clerk remains a Category 1 filer, while the Deputy City Clerk is changed from Category 3 to Category 2, reflecting disclosure related to procurement and real property.
3. **City Manager's Office:** The designated positions have been revised to reflect the City's current organizational structure. The Assistant City Manager/Chief Financial Officer, Public Affairs Manager/Public Information Officer, and Customer Success Manager are included, and the Film Liaison position is now listed within the City Manager's Office. Positions previously identified as Deputy City Manager and Management Analyst are no longer listed under the office.
4. **Community Development Department:** The list of designated positions has been revised to reflect current staffing and position classifications. Among the changes are the

addition of Code Enforcement Officer and Lead Code Enforcement Officer designations, Senior Building Inspector, and Permit Technician. The Senior Management Analyst remains designated but is assigned Category 2 rather than Category 4. Several positions appearing in the 2024 Code, including Deputy Community Development Director, Community Improvement Coordinator, Senior Community Improvement Coordinator, Building Inspector, Building Official, Building Supervisor, and Permit Counter Technician, are no longer listed under those titles.

5. **Community Services Department:** The updated Code includes the Community Services Director, Senior Management Analyst, Community Services Supervisor, Public Works Operations Manager, and Parks Supervisor. The Community Services Deputy Director position contained in the 2024 Code is no longer listed.
6. **Finance Department:** The proposed Code reflects the City's current Finance organizational structure, including the Assistant City Manager/Chief Financial Officer and the addition of the Deputy Finance Director, Procurement & Contracts Administrator, and Information Technology & Systems Manager. Existing finance positions, including the Budget & Purchasing Manager, Accounting Manager-Controller, and Finance Manager, remain designated.
7. **Human Resources Department:** Human Resources is separately identified as a department in the proposed Code. The Human Resources Director is designated as Category 1 and the Senior Human Resources Analyst as Category 3. This replaces the prior organizational structure in which the Human Resources Manager was listed under the Management Services Department.
8. **Library Services Department:** Position titles have been updated to reflect the current organization. The Library Director and Assistant Library Director replace the previously listed Director of Library, Arts, and Culture and Library Support Services Manager, respectively. The Library Public Services Manager remains designated.
9. **Police Department:** The updated Code reflects changes in Police Department classifications, including designation of Police Captain as Category 1 in place of the previously listed Deputy Police Chief. The Police Chief, Police Sergeant, Police Lieutenant, and Management Analyst remain designated positions.
10. **Public Works Department:** The list has been revised to reflect the Department's current organizational structure and responsibilities. New or revised designations include City Engineer, Public Works Superintendent, Senior Management Analyst, Facilities Supervisor, Street & Sewer Supervisor, CIP Program Manager, and CIP Project Manager. The proposed Code also retains designated positions for the Public Works Director, Deputy Director of Public Works, Water Operations Supervisor, Water Operations Manager, Senior Civil Engineer, and Transportation Project Manager. Several positions appearing in the 2024 Code have been removed or replaced to reflect the current structure.

These revisions are intended to ensure that disclosure obligations follow the responsibilities associated with each designated position. Designation under the Conflict of Interest Code applies to the position rather than the individual employee occupying the position. Accordingly, changes in personnel alone do not require amendment of the Code; however, organizational restructuring, creation or elimination of classifications, and substantive changes in duties may require the list of designated positions or applicable disclosure categories to be updated.

The disclosure categories contained in Appendix A establish the scope of financial interests that must be reported. Category 1 requires full disclosure of specified investments, business positions, sources of income, and real property interests. Categories 2 through 4 provide more

targeted disclosure based upon responsibilities involving procurement, real property, or regulatory, licensing, and permitting authority. This approach allows the City's disclosure requirements to correspond to the types of decisions associated with each position rather than requiring every designated employee to make the same level of disclosure.

Following adoption of Resolution No. 8031, individuals serving in newly designated positions will be required to complete the appropriate Form 700 filing consistent with their assigned disclosure category. The City Clerk's Office, as the City's filing officer, will administer the applicable filing requirements and maintain Statements of Economic Interests for public inspection as required by law.

Adoption of Resolution No. 8031 will rescind Resolution No. 7879 and establish the updated Conflict of Interest Code, including the revised list of designated positions and disclosure categories, as the City's current Code.

### **Fiscal Impact**

There is no anticipated fiscal impact associated with the biennial review and adoption of the updated City Conflict of Interest Code.

Attachment:

[Attachment No. 1 - Proposed Resolution 8031](#)

[Attachment No. 2 - Exhibits to Resolution 8031](#)

RESOLUTION NO. 8031

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,  
ADOPTING AN UPDATED CITY CONFLICT OF INTEREST CODE  
AND RESCINDING RESOLUTION NO. 7879**

**WHEREAS**, the Political Reform Act (Government Code Section 81000 et seq.) requires all public agencies to adopt and promulgate a Conflict of Interest Code (Code); and

**WHEREAS**, the City Council previously amended its Code by adopting Resolution No. 7879 on November 6, 2024, as set forth in Section 18730 of the California Code of Regulations; and

**WHEREAS**, the Political Reform Act requires that the City Council review its Code biennially to determine whether amendments are required; and

**WHEREAS**, a staff level review of City's Code reveals that amendments are necessary to the list of Designated Positions and corresponding Disclosure Categories; and

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

**SECTION 1.** The City Council does hereby adopt the updated Conflict of Interest Code, a copy of which is attached hereto as "Exhibit A".

**SECTION 2.** Resolution No. 7879 is hereby rescinded.

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

PASSED, APPROVED AND ADOPTED ON this 16th day of September, 2026.

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Sheila Rossi  
Mayor

ATTEST:

APPROVED AS TO FORM:

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Nikima S. Newsome  
Chief City Clerk

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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 16th day of September 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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Nikima S. Newsome  
Chief City Clerk

**“EXHIBIT A”  
CONFLICT OF INTEREST CODE OF THE  
CITY OF SOUTH PASADENA, CALIFORNIA  
(Adopted September 16, 2026)**

The Political Reform Act (Government Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted regulation 2 California Code of Regulations Section 18730, which contains the terms of a standard Conflict of Interest Code, which can be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and along with the attached Appendices A and B, designating positions and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of South Pasadena.

Individuals holding designated positions shall file their statements of economic interests with City Clerk who will make statements available for public inspection and reproduction (Government Code § 81008) during regular business hours, at 1414 Mission Street, South Pasadena, CA 91030.

The City’s Code does not establish any disclosure obligation for Members of the City Council and Planning Commission, City Treasurer, City Manager, and City Attorney, as Government Code Section 87200 et seq., requires disclosure for those positions as a matter of state law.



**CONFLICT OF INTEREST CODE  
CITY OF SOUTH PASADENA, CALIFORNIA**

**APPENDIX A  
DISCLOSURE CATEGORIES**

**CATEGORY 1 (Full Disclosure)**

Must disclose all investments, business positions in business entities, and sources of income (including gifts, loans, and travel payments); and all interests in real property located in or within two miles of the jurisdiction of the City.

**CATEGORY 2 (Disclosure Related to Procurement, Real Property)**

Must disclose all investments, business positions in business entities, sources of income (including gifts, loans, and travel payments) if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery, or services (including training or consulting services) of the type utilized by the department in which the person is employed or the department(s) associated with the commission in the case of a commissioner; and all interests in real property located in or within two miles of the jurisdiction of the City.

**CATEGORY 3 (Disclosure Related to Procurement)**

Must disclose all investments, business positions in business entities, and sources of income (including gifts, loans, and travel payments) if the source is of a type which provides, manufactures, or supplies goods, materials, equipment, machinery, or services (including training or consulting services) of the type utilized by the department in which the person is employed.

**CATEGORY 4 (Disclosure Related to Regulatory/Licenses/Permits, Real Property)**

Must disclose all investments, business positions in business entities, sources of income (including gifts, loans, and travel payments) if the source is of a type that is subject to the regulatory, permit, or licensing authority of the City; and all interests in real property located in or within two miles of the jurisdiction of the City.

**CONSULTANTS**

Those consultants that will make, participate in the making, or act in a staff capacity for governmental decisions shall file statements of economic interests and such disclosure requirements shall conform to the range of duties. The City Manager shall make such determinations in writing to be filed with and retained in the same manner as the City's Conflict of Interest Code.

**CONFLICT OF INTEREST CODE  
CITY OF SOUTH PASADENA, CALIFORNIA**

**APPENDIX B  
LIST OF DESIGNATED POSITIONS**

| <b>DESIGNATED POSITIONS</b>                               | <b>DISCLOSURE CATEGORY</b> |
|-----------------------------------------------------------|----------------------------|
| <b>Government Code Section 87200 Filers</b>               |                            |
| City Attorney                                             | Govt. Code §87200          |
| City Manager                                              | Govt. Code §87200          |
| City Treasurer                                            | Govt. Code §87200          |
| Members of the City Council                               | Govt. Code §87200          |
| Members of the Planning Commission                        | Govt. Code §87200          |
| <b>Boards/Commissions/Committees</b>                      |                            |
| Members of the Cultural Heritage Commission               | 4                          |
| Members of the Community Services Commission              | 4                          |
| Members of the Finance Commission                         | 1                          |
| Members of the Library Board of Trustees                  | 2                          |
| Members of the Public Works Infrastructure Commission     | 2                          |
| Members of Natural Resources and Environmental Commission | 2                          |
| Members of Public Art Commission                          | 2                          |
| Members of Public Safety Commission                       | 2                          |
| <b>City Clerk's Office</b>                                |                            |
| Chief City Clerk                                          | 1                          |
| Deputy City Clerk                                         | 2                          |
| <b>City Manager's Office</b>                              |                            |
| Assistant City Manager/Chief Financial Officer            | 1                          |
| Assistant to the City Manager                             | 1                          |
| Film Liaison                                              | 4                          |
| Public Affairs Manager/Public Information Officer         | 3                          |
| Customer Success Manager                                  | 3                          |
| <b>Community Development Department</b>                   |                            |
| Community Development Director                            | 1                          |
| Planning Manager                                          | 1                          |
| Assistant Planner                                         | 4                          |
| Associate Planner                                         | 4                          |
| Senior Planner                                            | 4                          |
| Code Enforcement Officer                                  | 4                          |
| Lead Code Enforcement Officer                             | 4                          |
| Lead Code Enforcement Officer                             | 4                          |
| Planning Interns                                          | 4                          |
| Senior Building Inspector                                 | 4                          |
| Senior Management Analyst                                 | 2                          |
| Permit Technician                                         | 4                          |
| <b>Community Services Department</b>                      |                            |
| Community Services Director                               | 1                          |
| Senior Management Analyst                                 | 2                          |
| Community Services Supervisor                             | 3                          |
| Public Works Operations Manager                           | 2                          |
| Parks Supervisor                                          | 3                          |

**Finance Department**

|                                                |   |
|------------------------------------------------|---|
| Assistant City Manager/Chief Financial Officer | 1 |
| Deputy Finance Director                        | 1 |
| Budget & Purchasing Manager                    | 3 |
| Accounting Manager- Controller                 | 3 |
| Finance Manager                                | 3 |
| Procurement & Contracts Administrator          | 3 |
| Information Technology & Systems Manager       | 3 |

**Fire Department**

|                     |   |
|---------------------|---|
| Fire Chief          | 1 |
| Fire Division Chief | 1 |
| Fire Captain        | 3 |
| Fire Inspector      | 3 |

**Human Resources Department**

|                                |   |
|--------------------------------|---|
| Human Resources Director       | 1 |
| Senior Human Resources Analyst | 3 |

**Library Services Department**

|                                 |   |
|---------------------------------|---|
| Library Director                | 1 |
| Assistant Library Director      | 3 |
| Library Public Services Manager | 3 |

**Police Department**

|                    |   |
|--------------------|---|
| Police Chief       | 1 |
| Police Captain     | 1 |
| Police Sergeant    | 3 |
| Police Lieutenant  | 3 |
| Management Analyst | 2 |

**Public Works Department**

|                                 |   |
|---------------------------------|---|
| Public Works Director           | 1 |
| Deputy Director of Public Works | 1 |
| City Engineer                   | 2 |
| Public Works Superintendent     | 2 |
| Water Operations Supervisor     | 3 |
| Water Operations Manager        | 2 |
| Senior Management Analyst       | 2 |
| Facilities Supervisor           | 3 |
| Street & Sewer Supervisor       | 3 |
| Senior Civil Engineer           | 2 |
| Transportation Project Manager  | 3 |
| CIP Program Manager             | 2 |
| CIP Project Manager             | 2 |



# City Council Agenda Report

ITEM NO. 8

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Roger Sung, Human Resources Director

**SUBJECT:** **CONSIDERATION TO ADOPT RESOLUTION NO. 8027 AMENDING THE CITY'S "TABLE OF ORGANIZATION" TO DELETE THREE (3) PART-TIME POLICE CADETS AND ADD ONE FULL-TIME POLICE CLERK II POSITION**

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## Recommendation

Staff recommends that the City Council adopt Resolution No. 8027 amending the City's "Table of Organization" to delete three (3) part-time Police Cadet positions and add one full-time Police Clerk II position for the Police Department.

## Executive Summary

The City has adopted a "Table of Organization," which identifies authorized position allocations, including full-time equivalent staffing levels, by department and provides a consolidated record of the City's authorized staffing structure. Pursuant to the Table of Organization, the Police Department is currently authorized six (6) part-time Police Cadet positions. Staff recommends deleting three (3) of the six (6) part-time Police Cadet positions and establishing one (1) full-time Police Clerk II position. Following the proposed staffing adjustment, the Department would be authorized three (3) part-time Police Cadets and four (4) Police Clerk positions.

The proposed change is intended to better align staffing resources with the operational needs of the Police Department while also supporting the development of a more structured Police Cadet Program. Under the proposed model, the Police Cadet classification would serve as a developmental and training opportunity, generally limited to a two-year term, during which participants gain practical experience, exposure to law enforcement operations, and skills that can prepare them for the next level of their careers, whether with the City of South Pasadena or another agency.

## Background

The Police Cadet classification provides individuals interested in law enforcement and public service with an opportunity to gain practical experience within a municipal police department. Police Cadets have historically assisted with a range of assignments, including administrative support functions. These assignments have provided cadets with exposure to Department operations while also supplementing the Department's administrative capacity.

## Analysis

As operational demands have evolved, the Police Department has identified an ongoing need

for dedicated administrative staffing. At the same time, staff has evaluated how the Police Cadet Program can be more intentionally structured around its developmental purpose.

#### Proposed Revised Cadet Program

The Police Department proposes transitioning the Cadet program to a model in which recurring administrative responsibilities are supported primarily by full-time Police Clerk staff, while part-time Cadet assignments are organized around training, professional development, and exposure to various aspects of law enforcement operations. Administrative assignments may remain part of the cadet experience when they contribute to an understanding of Department functions, but they would be incorporated within a broader developmental program.

Under the proposed framework, Police Cadets would participate in the program for up to two years, providing sufficient time to gain meaningful experience while creating recurring opportunities for new participants to enter the program. The proposed two-year program framework is intended to provide sufficient time for participants to gain meaningful experience while maintaining opportunities for new individuals to enter the program. Cadets will be able to develop workplace skills, learn about municipal law enforcement operations, and gain experience that may position them competitively for future career opportunities. Participation in the program does not guarantee subsequent employment with the City; rather, the program is intended to provide career preparation and practical experience that may benefit participants whether they pursue opportunities with South Pasadena or elsewhere.

#### Administrative Support

The Police Department also requires sufficient permanent administrative staffing to support ongoing operations. Part-time Police Cadets are not intended to replace the regular administrative functions performed by Police Clerk staff. Establishing an additional full-time Police Clerk II provides a more appropriate and sustainable resource for work requiring continuity, institutional knowledge, regular availability, and ongoing administrative responsibility.

The proposed staffing adjustment balances two (2) distinct organizational objectives: establishing a meaningful Police Cadet development program and ensuring adequate ongoing administrative support within the Police Department.

Reducing the number of authorized Police Cadets from six (6) to three (3) will allow the Department to operate a smaller and more focused cadet program. A program consisting of three (3) cadets will provide the Department with an opportunity for more intentionally structured assignments, training, mentoring, and professional development around the program's developmental purpose.

The proposed action would therefore revise the Department's staffing allocation as follows:

- Reduce authorized part-time Police Cadets from six (6) to three (3); and
- Increase authorized Police Clerk positions from three (3) to four (4) through the addition of one full-time Police Clerk II.

This staffing structure provides the Department with three (3) Police Cadet positions dedicated to a structured developmental program and four (4) Police Clerk positions to support the Department's ongoing administrative and operational needs.

Staff recommends the proposed staffing adjustment because it better aligns the Police Department's authorized positions with both its current operational requirements and its longer-term workforce development objectives. The proposed staffing model therefore represents a more strategic use of existing resources by distinguishing between positions intended to provide ongoing operational support and positions intended primarily for training and career development.

**Fiscal Impact**

The proposed staffing adjustment will have no additional fiscal impact to the City. Funding necessary to establish one full-time Police Clerk II position will be offset by the elimination of three part-time Police Cadet positions and will be accommodated within the Police Department's existing authorized budget.

Approval of the proposed amendment to the Table of Organization will reduce the corresponding full-time equivalent staffing level from 204.95 FTEs to 204.60 FTEs, and the total number of authorized personnel will decrease from 236 to 234.

Accordingly, no additional appropriation is required as a result of the proposed action.

Attachment:

[Attachment No 1 - Resolution 8027](#)

**RESOLUTION NO. 8027**

**CONSIDERATION TO APPROVE AN AMENDMENT TO THE TABLE OF ORGANIZATION TO DELETE THREE (3) PART-TIME POLICE CADETS AND ADD ONE FULL-TIME POLICE CLERK II POSITION.**

**WHEREAS,** The City Council of the City of South Pasadena adopts and maintains a Table of Organization establishing the authorized classifications and staff levels for City Departments; and

**WHEREAS,** The Police Department is currently authorized six (6) part-time Police Cadet positions; and

**WHEREAS,** The Police Department is formalizing a more structured Police Cadet Program focused on training, professional development, and career preparation, with participants serving in the program for a period of two (2) years; and

**WHEREAS,** Staff has determined that reducing the number of authorized part-time Police Cadet positions from six (6) to three (3) and adding one (1) full-time Police Clerk II position will better align the Police Department's staffing resources with its operational and workforce development needs; and

**WHEREAS,** The proposed amendment can be accommodated within the Police Department's existing authorized budget and will result in no additional fiscal impact or net new position to the City.

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

**SECTION 1.** The City Council hereby approves an amendment to the City's Table of Organization for the Police Department to:

- a. Delete three (3) part-time Police Cadet positions; and
- b. Add one (1) full-time Police Clerk II position.

**SECTION 2.** Following implementation of this amendment, the Police Department shall be authorized three (3) part-time Police Cadet positions and four (4) Police Clerk II positions, consistent with the City's approved classification and compensation plans.

**SECTION 3.** The City Manager, Assistant City Manager, Human Resources, and their respective designees are authorized to take all necessary administrative actions to implement the staffing changes approved by this Resolution.

**SECTION 4.** This Resolution will take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** on this 16th day of September 2026.

\_\_\_\_\_  
Sheila Rossi, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nikima S. Newsome, Chief City Clerk

\_\_\_\_\_  
Roxanne Diaz, City Attorney

**I HEREBY CERTIFY** the foregoing Resolution No. 8027 was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 16th of September 2026 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Nikima S. Newsome, Chief City Clerk





# City Council Agenda Report

ITEM NO. 9

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Melissa Snyder, Community Services Director  
Nathalie Wilcox, Community Services Supervisor

**SUBJECT:** **CONSIDERATION TO APPROVE AN AGREEMENT WITH AZTLAN ATHLETICS FOR AUDIO, STAGING, AND LIGHTING SERVICES FOR CITY SPONSORED EVENTS IN THE AMOUNT NOT TO EXCEED \$113,500**

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## Recommendation

It is recommended that the City Council authorize the City Manager to execute a three-year agreement with Aztlan Athletics for audio, staging, and lighting services for City sponsored events in the form approved by the City Attorney, with the option to extend the agreement for an additional two years, for a total contract amount not to exceed \$113,500.

## Executive Summary

The City Council is being asked to consider to approve an agreement with Aztlan Athletics for audio, staging, and lighting services for City-sponsored events, including the Summer Concerts in the Park series and the 4th of July concert event. Following a formal Request for Proposals (RFP) process, staff reviewed six proposals and determined that Aztlan Athletics best meets the City's event production needs based on qualifications, service model, relevant experience, references, and overall value. The proposed agreement would be for an initial three-year term, with the option to extend for an additional two years, for a total contract amount not to exceed \$113,500. No additional appropriation is requested at this time.

## Background

In fiscal year 2025-2026, the City contracted with Aztlan Athletics to provide audio, staging, and lighting services for City events.

On March 24, 2026, the City issued Request for Proposals No. CS26-02 through PlanetBids seeking qualified firms to provide audio, staging, and lighting services for the City's Summer Concerts in the Park and 4th of July concert event.

## Analysis

The City regularly contracts with qualified professional service providers to support City-sponsored special events, community programs, and public gatherings. Major community events, including the Summer Concerts in the Park series and the City's 4th of July concert event, require professional production support to ensure that events are presented in a safe, organized, and high-quality manner.

Historically, the City has entered into professional services agreements on an annual basis for audio, staging, lighting, and related production services. As the City continues to evaluate event operations and improve administrative efficiency, staff identified an opportunity to pursue a multi-year agreement to support more consistent event planning, vendor coordination, and service delivery.

#### RFP Process

The City conducted a formal RFP process to engage a qualified vendor with experience providing audio, staging, and lighting services for public events. These services generally include delivery, setup, operation, and breakdown of sound equipment, staging equipment, lighting equipment, technical support, and related production services.

The City received six proposals from the following firms:

- Aztlan Athletics
- JA Event Production/The Tech 10 Group
- Neptune Productions
- PCE Event Activated
- Soundskilz
- The Perfect Event

Consistent with RFP evaluation criteria, proposals were reviewed based on the following factors:

- Qualifications and experience with public agencies;
- Staffing structure and service model;
- Relevant qualifications and references; and
- Cost proposal and overall value.

Staff also evaluated the operational benefit of entering into a multi-year agreement rather than coordinating services on an annual or event-by-event basis. A multi-year agreement would allow the City to improve event planning, streamline vendor coordination, establish consistent service expectations, and better manage event production costs over the term of the agreement.

#### Findings and Evaluation

Following review of the proposals, staff determined that Aztlan Athletics is able to provide the audio, staging, and lighting services necessary to support the City's community events and public programming. Aztlan Athletics demonstrated the ability to provide event production support, including sound systems, staging, lighting, setup, breakdown, and technical assistance during events.

The recommended agreement includes an initial three-year term, with the option to extend for an additional two years, for a total contract amount not to exceed \$113,500. This structure provides continuity for City event operations while allowing staff to evaluate vendor performance, service quality, responsiveness, and overall value during the term of the agreement.

The recommended agreement is intended to support the City's continued efforts to improve event coordination, provide consistent production support, enhance the public event experience, and ensure reliable audio, staging, and lighting services for City-sponsored events.

**Fiscal Impact**

The Community Services Department budgets for this service annually. The Community Services budget line item within special events has \$125,000 (101-8030-8031-8264) allocated for the 4th of July event. The Recreation and Youth Services budget line item within special events has \$55,800 (101-8030-8032-8264) allocated for events. No additional appropriation is requested at this time.

**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 - Aztlan Athletics Agreement](#)

[Attachment 2 - Vendor Evaluation Matrix](#)

## **Attachment No. 1 - Aztlan Athletics Agreement**

### **PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES**

**City of South Pasadena /Aztlan Athletics, LLC**

#### **1. IDENTIFICATION**

This Professional Services Agreement (“Agreement”) is entered into as of September 16, 2026, by and between the City of South Pasadena, a California municipal corporation (“City”), and Aztlan Athletics, LLC (“Consultant”).

#### **2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: Audio, staging and lighting services for Summer Concerts in the Park and 4<sup>th</sup> of July concert events.
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, City Council members, or employees of City which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

#### **3. DEFINITIONS**

- 3.1. “Scope of Services”: Attached herein as Exhibit A.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Nathalie Wilcox, Community Services Supervisor. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement for the Term and any Additional Term. The Maximum Amount under this Agreement is One Hundred Thirteen Thousand, Five Hundred Dollars (\$113,500.00).
- 3.5. “Commencement Date”: September 16, 2026.
- 3.6. “Termination Date”: August 30, 2029.

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. The term of this Agreement will be three (3) years beginning on September 16, 2026. The Agreement may be extended for two (2) additional one (1) year terms upon mutual written agreement of both parties (“Additional Term”).

#### 5. CONSULTANT’S DUTIES

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

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

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

as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

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

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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

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



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

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

## 11. INDEMNIFICATION

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

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

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
- Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A: VII showing. The Certificate of Insurance must include the following reference: Audio, staging and lighting services for City concerts.
  - Documentation of Best's rating is acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance: \$2,000,000 per occurrence,

\$4,000,000 aggregate

- General Liability:
  - General Aggregate: \$4,000,000
  - Products Comp/Op Aggregate \$4,000,000
  - Personal & Advertising Injury \$2,000,000
  - Each Occurrence \$2,000,000
  - Fire Damage (any one fire) \$ 100,000
  - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

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

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

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

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

12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of

the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project, and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired insurance policies have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, South Pasadena, CA 91030.

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

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

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

### 13. MUTUAL COOPERATION

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

### 14. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant's and City's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage

prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to City

Todd Hileman, City Manager  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030  
Phone: 626 403-7212  
Email:  
CMOffice@SouthPasadenaCA.Gov

If to Consultant

Jose L. Zavala  
President & CEO  
Aztlan Athletics, LLC  
381 Monterey Road  
South Pasadena, CA 91030  
Phone: 626-755-8489  
jose@aztlanathletics.org

With courtesy copy to:

Roxanne M. Diaz  
South Pasadena City Attorney  
Richards, Watson & Gershon  
350 S. Grand Ave, 37th Floor  
Los Angeles, CA 90071  
Phone: 213-626-8484  
Fax: 213-626-0078

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall

Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.

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

## 17. INTERPRETATION OF AGREEMENT

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

## 18. GENERAL PROVISIONS

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



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

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

City of South Pasadena

Aztlan Athletics, LLC

By: \_\_\_\_\_  
Todd Hileman  
City Manager

By: \_\_\_\_\_  
Jose L. Zavala  
President & CEO

**Attest:**

By: \_\_\_\_\_  
Nikima S. Newsome  
Chief City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Roxanne Diaz, City Attorney



**City of South Pasadena, California | Audio, Staging & Lighting Services**

**Request No. CS26-02**

This all inclusive (Complete Package) Scope of Work Services Proposal (this “Agreement”) is entered into as of April 8, 2026 (the “Effective Date”) by and between Aztlan Athletics, LLC (“Aztlan”), offices at 4707 Huntington Drive North, El Sereno, California 90032, and the City of South Pasadena (“SouthPas”). All the audio, staging and lighting services will be operated by Aztlan Athletics. Since 2012, Aztlan Athletics has provided the Audio, Staging and Lighting services to a variety of clients including ActiveSGV for all their Open Streets Festivals (2012), the recent Eclectic Music Festivals (April 2023 and 2024), and currently provide this all-inclusive package to cities including San Dimas at the yearly Christmas Holiday Celebration (December), The city of Glendora (May), City of Azusa (May), Montrose (June and July), City of Lynwood, to name a few. Aztlan has provided a sponsored discount performing 20x22 aluminum stage/ sound / awning services for the City of South Pasadena's Concerts at the park for the past 7 years.

In this proposal, Aztlan Athletics will be able to scale up the needs for the yearly 4th of July Concert. Aztlan Athletics has been selected to provide said services for this event in 2024 and 2025, which included providing the additional power & sound systems to accommodate a larger volume of people. In addition, Aztlan Athletics sponsored the use of other needed items to ensure the event is well produced

**About Aztlan Athletics**

Since 1976, Aztlan Athletics (Aztlan Events) has provided sustainable special event services, race management, consulting and rentals in Southern California. Aztlan Events currently operates over 34 run/walk and wellness festivals for mission driven organizations and various cities through the Los Angeles County region. All the contracted clients can be viewed at the company's website [www.AztlanAthletics.org](http://www.AztlanAthletics.org). Contracted clients includes several YMCA organizations, the Salvation Army, Los Angeles Parks Foundation, Brain Tumor Association, ActiveSGV, DayOne Pasadena, Journey House Pasadena, South Pasadena Chamber of Commerce, South Pasadena Tiger Booster Club, OneLegacy<sup>1</sup>, the Salvation Army of San Diego, EdNovate, city of Bell Gardens, city of Azusa, the city of Montebello, city of Lynwood, city of San Dimas, city of Montrose, to name a few.

## **RECITALS**

WHEREAS, Aztlan Athletics, LLC (Aztlan) will provide all of the audio , staging, and lighting needs for each proposed event for a special bundle services fee discount that will scale up the infrastructure for the 4th of July Festival of Balloons Concert & Fireworks show. During each event, Aztlan will provide two sound tech engineers and have additional equipment on standby that may be needed for the scheduled performers. In addition, in the event there is no electrical infrastructure support, Aztlan will have their own power source to ensure no interruption during the performances. In relation to the stage set-up, Aztlan will ensure the venue is ready for sound check at least 30 minutes prior to the start of the event. The Aztlan Sound tech engineers will also work with the city of South Pasadena staff to coordinate the talent on the stage and help facilitate that they stay on task with their timelines.

## **PROPOSAL DETAILS**

### **1. Location and Event Dates.**

The following audio equipment is the minimum or equivalent that will be included for **Concerts in the Park, 4th of July concert:**

Delivery, set-up, and operation by a trained professionals will provide the following (or technically equivalent equipment for operation):

- Mixer with at least 16 microphone inputs.
- A full range speaker system capable of accurately reproducing music and speech. The system is bi-amped or tri-amped with at least 3,000 watts of power into 4 ohms.
- Wired and wireless microphones with stands (at least 16 available).
- Speakers on delay (Stage and mid-way through audience for even volume throughout audience) or equivalent.
- Monitor speakers on stage (up to 4 separate monitor mixes for larger bands).
- Two qualified technicians/engineers on hand and delivery, set-up, and pickup.

**The following stage equipment is the minimum and/or equivalent that will be included for Concerts in the Park and multicultural event:**

Delivery, set-up, and operation by Aztlan trained professionals. Provide the following (or technically equivalent equipment for operation):

- 20' x 22' performing stage with alluminum truss awning shade system
- One set of stairs with rails.
- Stage skirt.

**The following stage equipment is the minimum and/or equivalent to be included for the 4th of July concert:**

Delivery, set-up, and operation by trained professional. Provide the following (or technically equivalent equipment for operation):

- 16' x 20' performing stage.
- One set of stairs with rails.
- Stage skirt.

**The following lighting equipment is the minimum and/or equivalent to be included for the 4th of July concert:**

- Delivery, set-up, and operation by Aztlan trained professional of the following (or technically equivalent equipment for operation):

- 21,000 Lumen LED work lights | Hours of Operation Requirements

The Following Dates Aztlan will schedule and commit to as listed below (It is noted that dates may subject to change with notice)

**NOTE:**

A \$2 million general liability insurance with City of South Pasadena named as additional insured with copy. is already on file with the city as Aztlan has already provided similar work this year. Updated COI will be provided as needed.

A Copy of automobile insurance (City does not to be named as additional insured) will be included for the city's record.

**All Inclusive Rental Fee For Service Costs**

**Concerts in the Park | Standard stacking speaker system projection package  
4th of July Concert | This event Aztlan will provide a special ground Support telescopic  
Concert Style Speaker system**

**Sound Tech Engineers -  $\$250.00 \times 2 = \$500.00$  (Included)**

**June | \$4,150.00**

**Sound Tech Engineers -  $\$250.00 \times 2 = \$500.00$  (Included)**

**July 4 | \$6,100.00**

**Sound Tech Engineers -  $\$250.00 \times 2 = \$500.00$  (Included)**

**July | \$4,150.00**

**Sound Tech Engineers -  $\$250.00 \times 2 = \$350.00$  (Included)**

**August | \$4,150.00**

**Sound Tech Engineers -  $\$250.00 \times 2 = \$350.00$  (Included)**

**August | \$4,150.00**

***Minus Sponsored Discount for entire all-inclusive rentals which includes use  
of 2 golf carts for the 4th of July programming | \$2,000.00***

**k. TOTAL SCOPE OF WORK AFTER DISCOUNTS: \$22,700.00**

3. **Total Bundle Discount Base Fee.**

- a. A total fee of \$2,000.00 has been discounted from the scope of work agreement.
- 4. **On-site Director:** There will always be an on site director monitoring the services being provided.

5. **Invoicing.** 30% non-refundable Deposit due 3 months prior to each event date

- 6. **Terms:** City of South Pasadena has the option to exercise additional years and request additional services and/or rentals beyond the initial contract year.

7. **References:**

- a. **ActiveSGV - Executive Special Events Director, Wesley Reutiman, 626-529-4615 | Since 2012 Aztlan provides all of the audio, staging, lighting, special scaffolding, ground support, canopies, tables, chairs, lighting, golf carts, to name a few.**
- b. **City of San Dimas | Recreation and Parks Division | Provide the entire stage, sound system, LED Screen, lighting, stage, and awning services for the regional event, 909-394-6236**
- c. **City of Glendora | Annie Warner | Director of Parks & Recreation | 626-914-3646 | Provide the entire stage, sound system, LED Screen, lighting, stage, and awning services for the regional event.**
- d. **South Pasadena Chamber of Commerce, Eclectic Music Festival | Laurie Wheeler, 626-862-9411 | Provide all the staging, audio and lighting needs for the Eclectic Music Festival**
- e. **City of Azusa, Canyons City Classic Run/Walk & Slice of Life Festival | Provided the entire stage, sound system, stage, and awning services for their event on a yearly basis in May  
To Name a few.**

8. **Representations, Warrants and Covenants.** Aztlan represents, warrants and covenants that **(i)** it has the power and authority to enter into this Event Audio, Staging, Lighting all-inclusive fee for service Agreement and to fully perform its obligations hereunder; **(ii)** it is in compliance with and will comply strictly at all times with all applicable federal, state and local laws and regulations, and organizational bylaws and policy applicable to its operations and the Services (and, if applicable, Optional Services) to be performed by Aztlan under this agreement.
9. **Confidentiality.** Aztlan recognizes it may possess certain confidential information provided, including proprietary information pertaining to various aspects of the existing sites for the Event, including course designs, locations, strategies to maximize efficiency and reduce costs models,



10. At all times during the term of this Agreement and thereafter, both Aztlan and City of South Pasadena will maintain and preserve the confidentiality of the Confidential Information and shall not disclose such Confidential Information to third parties or use such Confidential Information for any purposes whatsoever, except with the prior written consent or as may be necessary to perform the Services (and, if applicable, Optional Services).

**11. General Provisions.**

- a. **Agency.** The Parties agree that neither is the agent of the other and neither party shall have the right to bind the other by contract or otherwise, except as specifically provided herein.

- b. **Choice of Law.** This Agreement will be governed by and construed in accordance with the law of the State of California.
- c. **Arbitration.** Any controversy, dispute, or claim of whatever nature arising out of, or in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort, or statute, will be finally resolved by arbitration in accordance with the CPR Rules for Non-Administered Arbitration by a panel of three arbitrators, of which each party will designate one arbitrator in accordance with the “screened” appointment procedure provided in Rule 5.4 of such Rules. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. sec. 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The place of the arbitration will be Los Angeles, California.
- d. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one agreement.

City of South Pasadena

By: \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_

Aztlan Athletics, LLC

By: \_\_\_\_\_ Name: Jose Luis Zavala,

Title: President & CEO

Aztlan Athletics Regional Events Director

Date: \_\_\_\_\_

**Exhibit B**

**Approved Fee Schedule for Term and Additional Term**

| <b>Event</b>                    | <b>Price / Rate per Event</b> |
|---------------------------------|-------------------------------|
| Concert in the Park             | \$4,150.00                    |
| 4 <sup>th</sup> of July Concert | \$6,100.00                    |

## Attachment No. 2 – Vendor Evaluation Matrix

**Vendor Evaluation Matrix**

| Vendor                                  | Bid / Pricing Provided | Relevant Experience                                                                                                                                                                                                                                              | References                                                                                                                                                                                    |
|-----------------------------------------|------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Aztlan Athletics                        | \$22,700               | Aztlan demonstrated directly relevant experience providing audio, staging, and lighting services for City of South Pasadena events, including Concerts in the Park for the past several years and 4th of July concert support in 2024 and 2025.                  | <ul style="list-style-type: none"> <li>• ActiveSGV</li> <li>• South Pasadena Chamber of Commerce</li> <li>• City of San Dimas, Glendora, Azusa, Montrose, Lynwood</li> </ul>                  |
| JA Event Production / The Tech 10 Group | \$29,700               | JA Event Production identified municipal event experience with cities including West Covina, Santa Fe Springs, Whittier, and Duarte, including summer concerts, 4th of July events, and other community events.                                                  | <ul style="list-style-type: none"> <li>• City of West Covina, Santa Fe Springs, Whittier, Duarte</li> </ul>                                                                                   |
| Neptune Productions                     | \$48,000               | Neptune Productions demonstrated event production experience, including audio, staging, lighting, video, LED displays, mobile stages, generators, and event production services. The proposal identified experience with public agencies and large-scale events. | <ul style="list-style-type: none"> <li>• City of Los Angeles and Glendale</li> <li>• Ronald Reagan Presidential Library</li> <li>• NAACP Image Awards</li> <li>• The Woman's March</li> </ul> |
| PCE Event Activated                     | \$49,709.25            | PCE demonstrated technical capacity and live event production experience, including concerts, festivals, fairs, and large-scale productions. The proposal identified experienced staff for audio, lighting, and production management.                           | <ul style="list-style-type: none"> <li>• American Cancer Society</li> <li>• Southport Marketing</li> <li>• CSULB Associated Students, Inc.</li> </ul>                                         |
| Soundskilz                              | \$99,995               | Soundskilz demonstrated event production experience, including staging, audio, lighting, event management, production planning, and large-scale public events.                                                                                                   | <ul style="list-style-type: none"> <li>• City of Huntington Beach, Upland, Cathedral City, Westminster</li> </ul>                                                                             |
| The Perfect Event                       | \$58,406.25            | The Perfect Event demonstrated broad event production experience, including municipal events, festivals, community gatherings, staging, audio/visual production, lighting, and event support services.                                                           | <ul style="list-style-type: none"> <li>• City of Avalon</li> <li>• Central Vista Business Improvement District (Vista, CA)</li> </ul>                                                         |



# City Council Agenda Report

ITEM NO. 10

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Greg Lloyd, Fire Chief

**SUBJECT:** **CONSIDERATION TO APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH EMERGENCY SERVICES CONSULTING INTERNATIONAL TO PREPARE A COMMUNITY RISK ASSESSMENT, STANDARDS OF COVER, AND STRATEGIC PLAN FOR THE FIRE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$65,283**

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## Recommendation

It is recommended that the City Council:

1. Approve a professional services agreement with Emergency Services Consulting International in an amount not to exceed \$65,283 to prepare a Community Risk Assessment, Standards of Cover, and Strategic Plan for the Fire Department.
2. Authorize the City Manager to execute the agreement in the form approved by the City Attorney.

## Executive Summary

Fire Department staff recommends retaining Emergency Services Consulting International (ESCI) to complete an integrated Community Risk Assessment, Standards of Cover, and Strategic Plan. The work will evaluate community hazards, service demand, deployment, response performance, organizational priorities, and future service needs. The resulting plans will provide a data-informed framework for establishing service-level objectives, prioritizing resources, and guiding departmental decisions.

The total cost for the work shall not exceed \$65,283. Staff proposes to use ESCI's competitively solicited cooperative contract available through NPPGov, consistent with Municipal Code Section 2.99-29(19), which allows the use of cooperative procurement methods. The City Council is requested to approve the agreement and authorize the City Manager to execute the agreement in the form approved by the City Attorney.

## Background

Staff performed research on any historical data related to previous versions of these studies and while interviews with previous staff recall a Standard of Coverage study taking in place in 2017, there has never been a formal Community Risk Assessment or Strategic Plan for the Fire Department. Staff was unable to locate the 2017 Standards of Coverage document. Under normal circumstances, these documents are repeated every 5-8 years. As a result, the timing is appropriate to conduct these studies.

A Community Risk Assessment identifies and prioritizes the hazards and service demands

present within a jurisdiction. A Standards of Cover document uses those risks, together with incident data, station and apparatus deployment, staffing, response performance, and service reliability, to evaluate whether emergency resources are aligned with community needs. A Strategic Plan incorporates the findings of those analyses and stakeholder priorities into goals, objectives, and implementation actions for the Fire Department.

Completing the three documents as a coordinated project would provide the City with a common factual foundation for near- and long-term decisions involving emergency response, prevention, community risk reduction, staffing, facilities, apparatus, technology, training, and fiscal planning. The documents would also establish a repeatable framework for measuring performance and updating priorities as community conditions and service demands change.

The Community Risk Assessment, Standards of Cover, and Strategic Plan are also foundational components of the Commission on Fire Accreditation International accreditation process. Accreditation is a voluntary process through which a fire and emergency services agency conducts a comprehensive self-assessment that is subsequently evaluated through independent peer review. The process is intended to identify organizational strengths and areas for improvement, support data-informed decision-making, establish performance benchmarks, and promote transparency and accountability. Completion of the proposed documents will allow the Fire Department to begin preparing for the broader organizational self-assessment required if the City elects to pursue accreditation.

## **Analysis**

ESCI specializes in planning and analytical services for fire and emergency service agencies. Its proposed scope combines quantitative analysis, operational review, and stakeholder engagement to produce three related deliverables. ESCI has provided consulting services to fire and emergency services agencies since 1976 and serves as the consulting firm of the International Association of Fire Chiefs. Its professional staff includes former fire service executives and specialists in strategic planning, community risk assessment, standards of cover, accreditation, performance measurement, geographic information systems, and data analytics. The Community Risk Assessment will identify and categorize risks throughout South Pasadena. The Standards of Cover will evaluate resource distribution and concentration, response performance, service demand, and reliability. The Strategic Plan will establish organizational priorities and an implementation framework informed by the technical analysis and stakeholder input.

The coordinated approach will allow information developed through each component to inform the other work products. It will provide the City with a consistent set of data, assumptions, terminology, and recommendations for evaluating service-level objectives, current resource deployment, future budget requests, capital planning, performance reporting, and community risk-reduction initiatives.

Retaining one consultant to complete all three components will also allow public and stakeholder engagement activities to be coordinated across the project. This approach is intended to reduce duplicative meetings, make efficient use of residents' and stakeholders' time, and provide a consistent process for gathering and applying community input. Combining the work under one agreement also reduces duplicative consultant travel and related project expenses that could occur if the three documents were prepared separately.

## **Cooperative Procurement**

NPPGov is a national cooperative procurement organization that provides government entities access to publicly solicited contracts. Membership is free and does not create a purchasing obligation. NPPGov contracts are established through competitive requests for proposals conducted by lead public agencies and are intended to allow participating agencies to use the resulting contracts in accordance with their own state and local requirements.

ESCI was awarded NPPGov Contract No. PS26740 through a competitive request for proposals led by the League of Oregon Cities. The contract includes Community Risk Assessments, Standards of Cover, and long-range or strategic planning services. Using this cooperative contract satisfies the competitive process applicable to this procurement under City procurement procedures and avoids the time and administrative expense of conducting a duplicative solicitation. The City's agreement with ESCI will remain subject to City contractual, insurance, indemnification, and other applicable requirements.

For these reasons, staff recommends that the City Council approve the agreement and authorize the City Manager to execute the professional services agreement with ESCI in an amount not to exceed \$65,283.

## **Alternatives**

The City Council may:

- Approve the agreement with modifications acceptable to the City Attorney and ESCI;
- Direct staff to conduct a separate competitive solicitation; or
- Take no action. This would delay the project and the development of an integrated risk, deployment, and strategic planning framework for the Fire Department.

## **Fiscal Impact**

The total not-to-exceed cost of the professional services agreement is \$65,283. Funding for the project was approved in the Fiscal Year 2026-2027 Adopted Budget under account number 101-5010-5011-8170-000 as a one-time enhancement. No additional appropriation is required.

## **Key Performance Indicators and Strategic Plan**

Completion of the project will support measurable, data-informed Fire Department planning. Performance indicators developed or evaluated through the project are expected to include:

- Community risk categories and geographic risk concentrations;
- Emergency incident demand by type, location, and time;
- Response-time performance and reliability;
- Resource distribution, concentration, and workload; and
- Progress toward the goals, objectives, and implementation actions established in the Strategic Plan.

The final work products will provide baseline measures and recommended methods for periodic review and reporting. The Strategic Plan will also align Fire Department priorities with the City's broader goals for public safety, fiscal stewardship, organizational effectiveness, and community service.

## **Commission Review and Recommendation**

This item was reviewed by the Public Safety Commission at the March 26, 2026, regular meeting. The commission was supportive of staff's recommendations.

Attachment:

[Attachment 1-Professional Services Agreement ESCI 2026 v2](#)

[Attachment No. 2 - ESCI NPP Gov](#)



**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**ATTACHMENT: 1**

**City of South Pasadena / Emergency Services Consulting International**

**1. IDENTIFICATION**

This Professional Services Agreement (“Agreement”) is entered into as of October 1, 2026, by and between the City of South Pasadena, a California municipal corporation (“City”), and Emergency Services Consulting International (“ESCI”) (“Consultant”).

**2. RECITALS**

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

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: attached hereto as Exhibit A.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Greg Lloyd, Fire Chief. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. Compensation is based on a flat fee basis as set forth in Exhibit A. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Sixty-Five Thousand Two Hundred Eighty-Three Dollars (\$65,283).
- 3.5. “Commencement Date”: October 1, 2026.
- 3.6. “Termination Date”: October 1, 2027

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

#### 5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. City shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with City.** In performing services under this Agreement, Consultant shall coordinate all contact with City through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditure required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City business license for the duration of this Agreement.
- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant’s performance of such work.

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

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit A. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.

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

## 7. COMPENSATION

- 7.1. **General.** City agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by City in advance.
- 7.2. **Invoices.** Consultant shall submit to City an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** City shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the City through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the City.
- 7.6. **City Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until City is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, City shall have the right to withhold payments under this Agreement to offset that amount.

## 8. PREVAILING WAGES

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

performance of other requirements on certain “public works” and “maintenance” projects. Consultant shall defend, indemnify, and hold the City, its elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure of Consultant to comply with the Prevailing Wage Laws.

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

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

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

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

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

## 11. INDEMNIFICATION

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

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

## 12. INSURANCE

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

- Documentation of Best's rating is acceptable to the City.
- Original endorsements effecting coverage for all policies required by this Agreement.
- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$2,000,000 per occurrence,  
\$4,000,000 aggregate
- General Liability:
  - General Aggregate: \$4,000,000
  - Products Comp/Op Aggregate \$4,000,000
  - Personal & Advertising Injury \$2,000,000
  - Each Occurrence \$2,000,000
  - Fire Damage (any one fire) \$ 100,000
  - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

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

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

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

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

- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 12.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
- 12.9. **Additional Insured Endorsements.** The City, its City Council, Commissions, officers, and employees of South Pasadena must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 12.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project, and the Consultant does not furnish a new certificate of insurance prior to cancellation, City has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 12.11. **Notices.** Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired insurance policies have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, South Pasadena, CA 91030.



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

### 13. MUTUAL COOPERATION

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

### 14. NOTICES

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

If to City

Todd Hileman, City Manager  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030  
Phone: 626 403-7212  
Email: cmooffice@southpasadenaca.gov

If to Consultant

Jennifer Flaig, Chief Operating Officer  
Emergency Services Consulting International  
4795 Meadow Wood Lane, Suite 110  
Chantilly, Virginia 20151  
Phone: 503-570-7778  
Email: info@esci.us

With courtesy copy to:

Roxanne M. Diaz  
South Pasadena City Attorney  
Richards, Watson & Gershon  
350 S. Grand Ave, 37th Floor  
Los Angeles, CA 90071  
Phone: 213-626-8484  
Fax: 213-626-0078

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.
- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

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

## 18. GENERAL PROVISIONS

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

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

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

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

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

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

City of South Pasadena

Emergency Services Consulting International

By: \_\_\_\_\_  
Todd Hileman  
City Manager

By: \_\_\_\_\_  
Jennifer Flaig  
Chief Operating Officer

**Attest:**

By: \_\_\_\_\_  
Nikima S. Newsome  
Chief City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Roxanne Diaz, City Attorney

## EXHIBIT A

### Scope of Work

# COMMUNITY RISK ASSESSMENT & STANDARD OF COVER & COMMUNITY-CENTERED STRATEGIC PLANN

SOUTH PASADENA FIRE DEPARTMENT

## PROJECT UNDERSTANDING

The City of South Pasadena, California, is seeking a qualified professional consulting firm to conduct a Community Risk Assessment (CRA) / Standards of Cover (SOC) analysis and to develop a Community-Centered Strategic Plan to guide the South Pasadena Fire Department (SPFD) in providing modern fire and emergency services. The analysis aims to develop recommendations for staffing and deployment of fire, rescue, and emergency medical service (EMS) resources in line with state and national best practices and industry standards. Specific emphasis will be placed on the following:

### **Community Risk Assessment / Standards for Cover (CRA/SOC) Project**

deliverables will include:

- A review of core business practices and functions
- A full workload assessment
- Progress summaries and a preliminary draft report
- A final report summarizing findings and recommendations The final

report will:

- Identify strengths and weaknesses

- Prioritize work needed to align with current industry best practices and Elected Officials' direction
- Articulate the relationship between workload, community risk, service demand, resource needs, and response time capabilities

ESCI will produce a CRA/SOC document and tools that comply with industry best practices in deployment analysis. Further discussions between the ESCI team and the client project team during the project initiation phase will ensure that any additional relevant issues are fully discussed and included in the project. This evaluation and data analysis will be based on nationally recognized guidelines and criteria, including the National Fire Protection Association (NFPA) standards, Insurance Services Office (ISO) schedules, federal and state mandates related to fire and emergency services, and generally accepted best practices within emergency services. All methodology used in this CRA/SOC analysis will follow the most recent guidance published by the Commission on Fire Accreditation International (CFAI).

#### Community-Centered Strategic Plan (CCSP)

The Emergency Services Consulting International (ESCI) proposes a Community-Centered Strategic Plan for SPFD, resulting in a three-to-five-year work plan intended to guide the progress of the entire organization with goals and objectives. The process includes representation from identified community organizations and the SPFD workforce. As a result, each department member will feel their input is valued and contributes to the organization's future.

ESCI invites all members to submit anonymous feedback using a web-based analysis tool before the planning workshop. ESCI will gather input on issues the members believe are the agency's strengths and weaknesses, and what they believe are opportunities or challenges facing the department. ESCI compiles the results of the department-wide analysis. The results are shared with the planning team on the first day of the workshop.

As a community-centered process, ESCI works with the department to identify the right mix of external stakeholders (citizens) to invite to the "community stakeholder work session." This two-hour session occurs the day before the team's two-day planning work session. ESCI facilitates the citizen forum, walking the attendees through a structured process to gain insights into their expectations of the department for services and planning elements. The results of this forum are shared with the planning team to align the plan with the community's needs.

ESCI will lead a two-day workshop with internal stakeholders (agency members), covering key topics critical to the strategic planning process. The workshop will include a thorough review of the member survey, a discussion on the expectations of external stakeholders, and a comprehensive examination and revision of the organization's mission, vision, and value statements. Additionally, the session will guide participants through a detailed process to identify and define organizational goals and objectives, ensuring alignment with both internal insights and external expectations.



## SCOPE OF WORK

### Phase I - Project Preparation & Onboarding

#### Task 1-A: Project Initiation

ESCI will begin the project by formulating a comprehensive data collection plan tailored to the project's scope and objectives. This process will include collaborative discussions with the department's project manager to communicate the specific data collection requirements for the project. The data collection plan will outline the following key components:

- Identification of primary data to be collected, directly aligned with the project needs.
- Assignment of responsibilities, specifying key personnel for each data collection task.
- Scheduling regular follow-up meetings to ensure progress and address any issues.
- Client verification and approval of information and data gathered.

This structured approach ensures efficient data collection and establishes a clear framework for the project's ongoing monitoring and success.

### Task 1-B: Acquisition & Review of Background Information

ESCI will work closely with the department's project manager to gather all necessary information and data for the comprehensive analysis and development of the project report. The accuracy and completeness of the data are essential for conducting a thorough assessment. The agency's project manager will be responsible for verifying the accuracy of GIS and incident data.

The requested documents and information may include, but are not limited to, the following:

- Previous or ongoing department studies or research
- Three to five years of incident response data from the client's records management system, including latitude/longitude (or similar) fields for each record.
- Department staffing levels and organizational structure
- GIS data, including zoning maps and response boundaries
- Financial data, such as debt information, long-term financial plans, and projections
- Administrative policies and procedures
- Standard Operating Guidelines (SOGs) and service delivery protocols
- Inventories of facilities and apparatus
- Automatic and mutual aid agreements

This coordinated approach ensures the data collected will support a well-rounded and accurate project evaluation.

## Phase II – Review of Background Information & Scheduling

### Task 2-A: Review Data & Information & Scheduling (CRA/SOC & CCSP)

The ESCI project team will review the uploaded data to understand the agency's operations. The project manager coordinates with the agency and client to gather additional information, identify stakeholders, schedule site visits, and manage related activities. Regular communication ensures timely updates and project alignment.

### Task 2-B: Strategic Plan Guidance (CCSP)

ESCI will supply the organization with a comprehensive set of guidance documents designed to clarify and enhance communication, streamline expectations, and ensure alignment throughout the strategic planning process. These resources will serve as a roadmap, offering clear directives on roles, timelines, and critical milestones while fostering transparency and collaboration among all stakeholders.

- Organizational Milestones Document
- Organizational Communication Strategies
- Mission, Vision/Goals & Objectives Guidance

### Task 2-C: Member Survey Development, Delivery, & Analysis (CCSP)

The project manager will complete a draft member survey tool for review and approval by the agency. The final survey tool will be provided to the agency to gather feedback on various aspects of the department, including, but not limited to, member trust, wellness, training, communications, apparatus, leadership, and other relevant areas. ESCI will use staff members with Industrial/Organizational Psychology backgrounds to analyze and develop a summary report. The member survey summary report will be provided to the agency before the site visit.

### Phase III – Site Visit & Stakeholder Input

The ESCI project team will conduct an on-site visit to gain first-hand experience of the project requirements. They will also conduct in-person (and remote interviews as necessary) with key stakeholders to gather information. Key stakeholders will be determined by both the ESCI and organizational project teams and may include both internal and external stakeholders.

#### Task 3-A: Site Visit (CRA/SOC & CCSP)

Members of the ESCI project team will conduct on-site visits to the client's location to gain direct insights and a comprehensive understanding of the project requirements.

#### Task 3-B: Stakeholders Interviews (CRA/SOC)

ESCI team members will conduct conversations with identified stakeholders to collect perspectives on project needs and conclusions. Potential stakeholders may include the following:

- Internal
  - Chief officers
  - Employee groups
  - Committee Leader
- External
  - Elected officials
  - Appointed officials
  - Planning staff
  - Members of external departments

### Task 3-C: Community Stakeholders Work Session (CCSP)

The organization will extend invitations to the identified external community stakeholders to actively participate in the strategic planning process. ESCI will lead a facilitated discussion with these stakeholders, focusing on two key areas:

- Defining the characteristics of an effective fire department
- Outlining the community's expectations of the host fire department.

This collaborative dialogue will ensure alignment on priorities and foster community engagement in shaping the department's future.

### Task 3-D: Internal Stakeholders Work Session (CCSP)

ESCI will conduct a two-day facilitated workshop with internal members of the organization. Throughout this session, ESCI will assess key areas of focus, fostering in-depth discussions to identify strengths, challenges, and opportunities for improvement within the organization. ESCI will cover the following topics

- Member Survey Review/discussion
- Facilitated discussion to identify strengths and challenges
- Review/revision of Mission, Vision, and Values statements
- Development of goals and objectives to be included in the work plan

This collaborative process will thoroughly evaluate the internal team's insights, contributing to a more informed and effective strategic plan. ESCI uses a facilitation process that eliminates groupthink, improves inclusion, and has various activities to keep the group engaged and working together.

## Phase IV – Evaluation of Current Conditions (CRA/SOC)

### Task 4-A: Organizational Overview

ESCI will review the agency's service response boundaries, detailing the specific services provided and describing the adopted system performance standards. This will include a comprehensive description of the current service delivery infrastructure and the distribution of personnel within and across all divisions and functions.

### Task 4-B: Community Overview

ESCI will develop an overview of the service area by describing its population and demographics, a general description of the community(s), and unique challenges for emergency service delivery.

### Task 4-C: Community Profiles

Community Profiles will include a detailed community risk assessment, explaining the various planning zones within the service area. Each zone will be analyzed based on distinct risk categories and class levels, identifying specific vulnerabilities and hazards.

### Task 4-D: Service Delivery and Agency Performance Goals

ESCI will analyze the agency's performance goals, focusing on community risk. By identifying specific vulnerabilities and hazards within various planning zones, ESCI aims to understand the community's risk landscape comprehensively. ESCI will align the agency's performance objectives with these identified risks, ensuring a targeted and efficient approach to community safety and emergency service delivery.

#### Task 4-E: Physical Resources

ESCI will review the status of current major capital assets (facilities, apparatus, and equipment) and analyze needs relative to the existing condition of capital assets and their viability for continued use in future service delivery, including:

- **Facilities:** As appropriate, either review staff assessments or visit existing facilities to evaluate:
  - Station efficiency
  - Functionality
  - Future viability
- **Apparatus/Vehicles:** Review and make recommendations regarding the inventory of apparatus and equipment. Items to be reviewed include staff assessments of :
  - Age, condition, and serviceability
  - Distribution and deployment
  - Maintenance
  - Future needs
- **Equipment:** Review major capital equipment processes for maintenance and replacement standards.

#### Task 4-F: Mutual & Automatic Aid

ESCI will conduct a thorough analysis of mutual and automatic aid agreements to evaluate their effectiveness and efficiency. This includes reviewing the response times, resource availability, and coordination between agencies to ensure optimal service delivery and support. Key areas of focus will be the current state of collaboration, the potential for improvement, and recommendations to enhance inter-agency cooperation.

#### Task 4-G: Workforce Development & Training

ESCI will evaluate the organization's workforce capacities, capabilities, and readiness. It includes a comprehensive assessment of current staffing levels, training programs, and professional development initiatives. Key areas that will be evaluated include:

- Conducting an evaluation to identify areas for improvement.
- Evaluate current strategies to attract, retain, and motivate qualified personnel.
- Evaluate training and professional development programs and resources to enhance skills and knowledge.
- Review career development paths to foster long-term employee growth and satisfaction.

#### Task 4-H: Community Service Delivery

ESCI will evaluate community service delivery through identified response functions. This will assess the various community risk reduction activities, as aligned with the agency's identified risk, including:

- Fire Suppression
- Emergency Medical Services
- Public Education
- Fire Prevention Inspections



#### Task 4-I: External Relationships

Positive external relationships are crucial to the success and effectiveness of any fire service organization. These relationships, whether with government agencies, community organizations, or neighboring emergency services, provide a foundation for enhanced operational capacity, improved resource allocation,

- Identify the strategic partners used for the community servicedelivery.
- Evaluate the quality and effectiveness of current externalrelationships.
  - Identify the gaps in your external partnerships
  - Review relationships requiring ongoing development.
- Evaluate the alignment of the strategic partnerships with the organization's mission.

#### Task 4-J: Performance Analytics

ESCI will review and make observations in areas specifically involved in or affecting service levels and performance. Areas to be reviewed shall include, but not necessarily be limited to:

##### Service Demand Study

- Analysis and geographic display of current service demand by incident type and temporal variation

##### Resource Distribution Study

- Overview of the current facility and apparatus deployment strategy, analyzed through Geographic Information Systems software, with identification of service gaps and redundancies

##### Resource Concentration Study

- Analysis of response time to achieve full effective response force (ERF)\
- Analysis of company and staff distribution as related to effective response force assembly

### Response Reliability Review

- Analysis of current workload, including unit hour utilization (UHU) of individual companies (to the extent data is complete)
- Review of actual or estimated failure rates of individual companies (to the extent data is complete)
- Analysis of call concurrency and impact on effective response force assembly

### Response Performance Summary

- Analysis of actual system reflex time performance, analyzed by individual companies (to the extent data is available)

### Interactive Data Analytics Web Application:

ESCI will grant the client access to a web application based on the Esri ArcGIS Online platform. This application will include several of the components mentioned in this task. The client will have access to the application for one year following its initial deployment.

## Phase V –Standards of Cover (CRA/SOC)

ESCI will provide clear and actionable conclusions derived from a thorough analysis of the organization that aligns with the project's objectives, national standards, and industry best practices. These recommendations will highlight critical areas for improvement.

### Task 5-A: Performance Goals

A review and discussion of existing response performance goals (if in place) or existing response performance (if goals are not in place) will be provided, matching the nature and type of risks identified in the previous report sections. ESCI will then recommend response performance goals as follows:

- Response Time Performance – Each timed element of the response system, from receipt of call to first unit arrival
- Resource Distribution – Initial attack (first due) resources for risk-specific intervention
- Resource Concentration – Effective response force assembly (apparatus and personnel) of the initial resources necessary to stop the escalation of the emergency for each risk type

### Task 5-B: Critical Tasking

ESCI will evaluate critical tasking for a Standards of Cover report, which involves a comprehensive analysis of the agency's capacity to respond effectively to various risk scenarios. This evaluation focuses on three primary aspects: resource concentration, resource distribution, and response time performance. These critical tasking elements are assessed by comparing the department's current performance against industry standards and best practices. This includes benchmarks set by the Insurance Services Office (ISO), standards from the National Fire Protection Association (NFPA), and recommendations from the Commission on Fire Accreditation International (CFAI).

### Task 5-C: Compliance Methodology

ESCI will work with the agency's management team to develop a methodology that will allow the department to continually measure future performance. This methodology will include, but not necessarily be limited to:

- Records Management Systems (RMS) usage policies
- Assignment of oversight responsibilities
- Schedule of assessments
- Review requirements

## Phase VI – Development, Review, & Delivery of Report

### Task 6-A: Develop & Review Draft Report

The draft review process is a collaborative effort between the client and ESCI to refine the report to ensure it meets all project objectives. During this phase, ESCI will develop and produce an electronic version of the draft written report for review by the organization's team and other client representatives as appropriate. Client feedback is a critical part of this project, and adequate opportunity will be provided for review and discussion of the draft report before finalization. ESCI and the client will engage in a review process, incorporating thorough revisions and changes to enhance the report's clarity, accuracy, and comprehensiveness. This process ensures that the final document is aligned and actionable with the project's goals and the client's expectations.

### Task 6-B: Delivery & Presentation of Final Report

Once the draft report has been thoroughly reviewed and all client feedback has been incorporated, ESCI will finalize and proofread it and produce a final version in PDF format.

A formal virtual presentation will be conducted for the client organization to culminate the project. This presentation will provide an overview of the essential findings and recommendations and allow for any final discussions or clarifications.

## Project Deliverables

1. Community Risk Assessment Report in PDF Format (CRA/SOC)
2. Standards of Cover Report in PDF Format (CRA/SOC)
3. Foundational (Internal) Strategic Plan Document (CCSP)
4. External or Public Facing Strategic Plan (PDF or Web Application) (CCSP)
5. Strategic Plan Work Plan in Excel Format (CCSP)
6. Optional Virtual Presentation (CRA/SOC)

## Project Completion Timelines

ESCI provides this project timeline, which may change based on agreements between the client and ESCI. The timeline starts only after Phase I is complete, and all required data is provided. Client-initiated scheduling delays or errors in provided data may extend the timeline.

| Project Phase | Month 1                                                 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 |
|---------------|---------------------------------------------------------|---------|---------|---------|---------|---------|
| Phase I       | <i>Phase I is completed before the timeline begins.</i> |         |         |         |         |         |
| Phase II      |                                                         |         |         |         |         |         |
| Phase III     |                                                         |         |         |         |         |         |
| Phase IV      |                                                         |         |         |         |         |         |
| Phase V       |                                                         |         |         |         |         |         |
| Phase VI      |                                                         |         |         |         |         |         |

Note: the CCSP can be completed in the first 3-months.

## Proposed Project Fee

Emergency Services Consulting International is pleased to present the following formal cost proposal for the Community Risk Assessment and Standards of Cover outlined in the Scope of Work.

| Project Phase               | Consulting Fees | Expenses | Total    |
|-----------------------------|-----------------|----------|----------|
| Phase I                     | \$2,618         | \$0      | \$2,618  |
| Phase II                    | \$5,994         | \$0      | \$5,994  |
| Phase III                   | \$26,510        | \$5,390  | \$31,900 |
| Phase IV                    | \$16,126        | \$0      | \$16,126 |
| Phase V                     | \$3,608         | \$0      | \$3,608  |
| Phase VI                    | \$5,037         | \$0      | \$5,037  |
| Total Cost (Not to exceed): |                 |          | \$65,283 |

*Pricing is valid for six months from the proposal submission date.*

## Proposed Payment Schedule

- 10% payment due upon signing of the contract.
- Monthly invoicing thereafter as work progresses.

## ESCI Hourly Rates

|                                                                |           |
|----------------------------------------------------------------|-----------|
| Senior Level Project Oversight, Senior Data Engineer/SME ..... | \$290/hr. |
| Project Manager, Senior Consultant .....                       | \$270/hr. |
| Consultant .....                                               | \$240/hr. |
| Data Analyst.....                                              | \$165/hr. |
| Admin Support .....                                            | \$95/hr.  |

**SUMMARY PRICING*****SOUTH PASADENA FIRE DEPARTMENT***

| Project Phase                                 | Project Timeline | Total            |
|-----------------------------------------------|------------------|------------------|
| Community Risk Assessment & Standard of Cover | 6 Months         | \$50,245         |
| Community-Centered Strategic Plan             | 3 Months         | \$20,119         |
| <b>Total Cost (Not to exceed):</b>            |                  | <b>\$72,364</b>  |
| Combined CRA/SOC with CCSP                    |                  | \$65,283         |
| <b>Combined Total Projects Cost Savings</b>   |                  | <b>(\$7,081)</b> |

**Reference Projects**

The following projects were chosen because they align with this scope of work or were conducted in the region. If you'd like contact information for any of these projects, please reach out to ESCI.

- Anne Arundel County (MD) Community Risk Assessment / Standards of Cover
- Coeur d' Alene (ID) Strategic Plan
- Glyn County (GA) Community Risk Assessment / Standards of Cover
- Hanover County (VA) Strategic Plan
- Hallendale Beach (FL) Community Risk Assessment / Standards of Cove
- Snohomish (WA) Strategic Plan







## Consulting Services for Public Organizations

### Product Specifics

#### Emergency Services Consulting International (ESCI)

is a consulting firm providing specialized, professional Fire EMS, Law Enforcement and Communications consulting services throughout the United States and Internationally. Some services on contract include:

- Strategic Planning and Long-Range Master Planning
- Feasibility Studies for Cooperative Efforts
- ISO Benchmarking/Pre-evaluation Studies
- Executive Recruitment for Fire Chiefs, Police Chiefs, and Other Public Safety Professionals
- Selection Testing for Entry-level Firefighter and Police Officers
- Promotional Testing/Assessment for Fire and Law Enforcement
- Physical Abilities Tests/CPAT Validation
- Supervisory and Leadership Training

### Pricing Details

Members receive discounted pricing on these products. For pricing and product details, log in to [nppgov.com](https://nppgov.com).

### Contract Details

- Log into [nppgov.com](https://nppgov.com)
- Forms, legal documentation, price lists and other information can be found on the ESCI vendor page
- Sign the Intergovernmental Agreement (IGA) and keep for your records
- Provide your NPPGov member number on the purchase order



Lead Public Agency: League of Oregon Cities  
RFP #2035

Contract Number: PS20365

#### CONTRACT TERM

Effective Date: 05/27/2020

Initial expiration: 05/27/2023

Possible extensions through: 05/27/2026

### NPPGov

NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation by a Lead Public Agency. Access to our cooperative contracts is free and there are no purchasing obligations.

Benefits of cooperative contracts:

- Competitively bid, no additional RFP necessary
- Saves time and money in your procurement process
- Live contract support



 **nppgov.com**  
customerservice@nppgov.com  
877.329.8847



# FREQUENTLY ASKED QUESTIONS



## Q What is NPPGov?

A NPPGov is a national cooperative procurement organization based in Seattle, WA offering publicly solicited contracts to government entities nationwide. Our contracts are created through a public solicitation and award process by a Lead Public Agency. Membership is free and there are no minimum purchasing obligations. NPPGov provides live contract support five days a week with a team dedicated to assisting members through all stages of the procurement process.

## Q How does the program work?

A NPPGov uses a Lead Public Agency to publicly solicit and award contracts through a Request for Proposal (RFP) process. Our members are eligible to access these contracts by signing an intergovernmental agreement (IGA) with the Lead Public Agency, thereby eliminating the need to complete their own RFP process. NPPGov staff and legal counsel facilitate this process and provide necessary documentation and support.

## Q Do I have to be a member?

A Yes, membership is required. As a cooperative procurement organization we rely on the strength of our membership to develop competitive contracts. Membership is free and joining is easy.

Eligible organizations include:

- **Government:** State and local, tax districts, K-12 public schools, higher education, etc
- **FireRescue GPO:** Fire agencies, districts, and departments, volunteer, EMS/Ambulance, etc
- **Law Enforcement GPO:** Police/sheriff departments, correctional facilities, emergency management.
- **Non-Profit:** All 501(c) 1-28 organizations that do not receive Medicaid funding.

To become an NPPGov Member:

1. Visit our website: [nppgov.com](http://nppgov.com)
2. Click "Join Now"
3. Complete the registration form and submit.
4. You will receive a welcome call and e-mail confirming your membership within 24-48 hours (usually the same day). The welcome email will include your username, password, and NPPGov member number. Vendor discount information can be accessed using your login credentials to log into [nppgov.com](http://nppgov.com).

## Q Can my entity purchase through NPPGov?

A Your state and local procurement laws and policies dictate the ability to use contracts available through NPPGov. In the vast majority of jurisdictions the answer is "yes!" NPPGov staff are available to answer questions about how our contracts are established to help determine eligibility. Virtually all 50 states have statutes in place that specifically allow the use of publicly solicited contracts even if the contract was created in another state. More information about state statutes can be found on our website ([www.nppgov.com/procurement-solutions/state-legal-statutes](http://www.nppgov.com/procurement-solutions/state-legal-statutes)). The only other requirement is you must be a member of NPPGov.

## Q What contracts are available through NPPGov?

A We have an extensive portfolio including contracts for office supplies and equipment, firefighting and rescue equipment, wireless and data communications, playground equipment, furniture, fire apparatus, tires, agricultural and construction equipment, law enforcement equipment, electric and lighting equipment, medical supplies, unmanned vehicles, safety equipment, MRO products, and more. A complete list of contracts and pricing is available on [nppgov.com](http://nppgov.com). After registering and logging into the website, click on the "Our Vendors" tab.

## Q I have to conduct an RFP process or at least have three quotes. How does NPPGov satisfy this requirement?

A NPPGov contracts were created through an RFP process meeting the requirements of all lower and upper purchasing threshold requirements. The process includes local and national print advertising as well as online internet services to post RFP solicitations. By piggybacking off the contract you are eliminating the need to conduct your own solicitation or collect three quotes. It is still your responsibility to verify our contracts meet your state and local requirements but our legal counsel is available for consultation during your analysis.

## Q Where do I find information on the products and price quotes offered through NPPGov contracts?

A Our website has a full list of all vendors/contracts as well as products and pricing. Vendors will provide quotes for the items of interest. Some information is only available to members who have logged in to the website: [www.nppgov.com](http://www.nppgov.com)

**Q What is the difference between NPPGov and other cooperatives?**

**A** We can't speak to how other cooperatives conduct business but we know our members appreciate:

- Responsive customer service, including communications with our legal counsel.
- Our use of separate Lead Public Agencies to conduct RFPs on behalf of our members, which keeps the process fair and unbiased.
- Readily available access to all necessary RFP and contract documentation.
- Our revenue supports our non-profit hospital owners, funding critical healthcare initiatives such as autoimmune disease research.
- Fire/Rescue specific revenue supports the fire service through a revenue sharing program with fire chiefs associations nationwide.

**Q What process validated the product and services offered?**

**A** NPPGov serves as a nationwide channel providing publicly awarded agreements to government entities. Our publicly solicited agreements have been awarded through an RFP issued by a Lead Public Agency. The agency is an independent government entity that carries out the advertising and solicitation procedures required by public contracting law.

NPPGov's contracts are established through the following process:

1. The Lead Public Agency prepares an RFP, incorporating the required cooperative purchasing (piggybacking) language that allows public entities across the nation to utilize the contract.
2. Suppliers respond to the RFP and the Lead Public Agency evaluates and awards the Master Price Agreement(s).
3. Contract documents are posted on our website under the "Our Vendors" tab. NPPGov members can review all documents online and access contract pricing by signing the Intergovernmental Cooperative Purchasing Agreement (IGA).
4. Our public solicitation process is consistent with FEMA/AFG guidelines.

*Please consult your legal counsel for confirmation in your jurisdiction, or contact our legal counsel for further information at 877.329.8847*

**Q Where can I obtain copies of the legal documentation associated with each publicly solicited contract?**

**A** Contracting documents including the RFP, Master Price Agreement, Intergovernmental Agreement (IGA), and Synopsis are available on our website under the vendor page and may be accessed by logging onto the website, [nppgov.com](http://nppgov.com)

**Q What are the terms of the contracts?**

**A** Contract length varies by the public entity that conducted the solicitation but the initial term is typically between two to four years with the option of multi-year extensions.

**Q Do the contracts offer products to meet my organization's specific needs?**

**A** Most contracts offer a full product line and many provide for various options and customized products. Review the specific contract you are interested in for further details. Both the vendor and our staff are available for consultation.

**Q What does it cost to join NPPGov?**

**A** There are no membership fees, no purchasing obligations and no minimum purchasing requirements.

**Q How is NPPGov funded and where does the revenue go?**

**A** We negotiate a small administrative fee with our vendors, which allows us to provide our service free of charge to our members. Revenue from our program goes to our non-profit hospital owners to fund critical healthcare initiatives such as autoimmune disease research.

**Q Where do I send the payments?**

**A** Invoices and payments go directly through the vendor you are working with for the products of interest. NPPGov does not collect any payments from our members for products or services.

**Q How do I learn more about NPPGov?**

**A** For more information about our program please visit our website: [nppgov.com](http://nppgov.com). If you need more information or would rather speak to someone please call or email: 877.329.8847/customer service@nppgov.com

**NPPGov Programs:**



FireRescue GPO is a national cooperative purchasing program offering publicly solicited contracts to fire departments nationwide. Our contracts were created through a public RFP process by a Lead Public Agency.

Membership is free with no purchasing obligations. Negotiated contracts are available for below threshold purchases and individual firefighter discounts. In addition to saving you money, the program generates revenue for the fire chiefs association where the purchase was made including the IAFC, IAFC Division Association and State Chief Associations.

*Those eligible for this program include: fire/rescue and EMS departments along with their members (including city, county, districts, state and federal).*



Law Enforcement GPO was created as a program of NPPGov to meet the procurement needs of the law enforcement community. Members have access to a broad range of publicly solicited contracts with discounted pricing and a customer service department that is dedicated to assist through all stages of the purchasing process.

*Those eligible for this program include: law enforcement agencies, sheriff departments, correctional facilities, emergency communications, and emergency management agencies and their employees.*



# City Council Agenda Report

ITEM NO. 11

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Julian Lee, Director of Public Works  
Michael Vartanians, City Engineer  
Bassam AL-Beitawi, Transportation Program Manager

**SUBJECT:** **CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE NORTH SOUTH CORRIDOR INTELLIGENT TRANSPORTATION SYSTEMS DEPLOYMENT ON FAIR OAKS AVENUE PROJECT RABA01-5071 (024) IN AN AMOUNT NOT-TO-EXCEED \$758,526**

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## Recommendation

It is recommended that the City Council:

- a. Approve the selection of Willdan Engineering to provide Construction Management and Inspection services related to the North South Fair Oaks Corridor Intelligent Transportation Systems Deployment Project RABA01-5071 (024); and
- b. Authorize the City Manager to execute a Professional Services Agreement (Attachment No. 1), in final form approved by the City Attorney, with Willdan Engineering in an amount not-to-exceed \$758,526 (\$689,569 base fee, plus contingency in the amount of \$68,957).

## Executive Summary

The Fair Oaks Avenue Intelligent Transportation Systems (ITS) Project obligates \$9.34 million in Federal Highway Administration (FHWA) Rogan Funds to improve traffic flow and reduce congestion along Fair Oaks Avenue between Huntington Drive and Columbia Street. The project design is now 100% complete, and the City is awaiting final Caltrans approval to proceed with advertisement and construction.

To support the upcoming construction phase, the City solicited proposals for Construction Management and Inspection Services from seven (7) qualified firms. Following a competitive evaluation of written proposals, interviews, and qualifications, Willdan Engineering was selected as the most qualified firm. Willdan brings extensive municipal construction management experience and a strong understanding of ITS projects, including systems for project documentation and federal/local reporting requirements.

## Background

On August 12, 2004, the City of South Pasadena received \$ 9,343,000 in Federal Highway Administration (FHWA) Rogan Funds (Bill No. HR 5394) for the construction of the SR-110

ramp. The project was not implemented because of right-of-way constraints and lack of technical studies and data.

In November 2019, FHWA and California Department of Transportation (Caltrans) informed staff of the Rogan funds lapsing at the end of 2019, unless the construction of the project proceeded immediately. To save the funds from lapsing, staff, in coordination with FHWA, revised the scope of the project to reduce vehicular congestion and improve traffic flow along Fair Oaks Avenue between Huntington Drive and Columbia Street. Staff have continued to work with FHWA and Caltrans and have been able to extend the lapse date of the Project's funds (Cooperative Work Agreement) to June 30, 2027.

On March 11, 2021, the City received proposals for environmental and engineering design services and KOA was awarded a Professional Services Agreement for Engineering Design Services for the Project on August 18, 2021.

On July 16, 2025, City Council approved a Professional Services Agreement (PSA) with Iteris Inc. to provide traffic engineering and ITS support services to support the Project in the amount of \$73,787. Under this PSA, Iteris, Inc. has been working with KOA on the design and plan review of the ITS elements of this Project, in addition, Iteris Inc. submitted a proposal in 2021, by which they demonstrated their ability to complete the design.

On March 4, 2026, City Council approved an amendment to the PSA with Iteris, Inc. for the completion of the design plans for the Project.

## **Analysis**

The Project plans are now 100% complete, and staff are awaiting final approval from Caltrans to proceed with the advertisement phase.

In preparation for construction, the City needs to secure the services of a qualified firm to provide Construction Management and Inspection services for the Project.

On July 14, 2026, City staff posted a Request for Proposals (RFP) on Planet Bids requesting proposals from qualified professional firms for Construction Management and Inspection services for the Project. The firms were asked to demonstrate their qualifications to provide the services needed.

Seven (7) firms submitted proposals in response to the RFP:

- ABA Global, Inc.
- AMC Inc.
- C2PM
- FCG Consultants Inc.
- Ladayu Consulting Group
- Transtech Engineers, Inc.
- Willdan Engineering

A three-member City selection panel evaluated the written proposals based on the firms' qualifications, experience, approach, and ability to provide the required services. The four highest-ranked firms were invited to participate in oral interviews. Following the interviews, the firms were ranked based on their overall qualifications, and the fee proposals were subsequently opened and evaluated. The proposed fee was determined to be reasonable and

commensurate with the scope of services.

Based on the overall evaluation, staff recommends Willdan Engineering (Willdan) to provide Construction Management and Inspection services for the Project.

Willdan specializes in solutions tailored to the needs of municipalities and other local government agencies. They proposed a team of highly qualified and deeply experienced individuals. Willdan's proposal was thorough and addresses the needs of this Intelligent Transportation Systems Project. Their staffing proposal was clear, and they understood key project construction risks. They use Virtual Project Manager, a software system that will aid in tracking project documentation and meeting the federal and local reporting requirements for the Project.

### **Fiscal Impact**

The latest Engineer's Estimate for this Project is \$11,803,474 and the Project has an allocation of \$9,343,000 in federal Rogan funds, however, the federal Rogan funds are set to lapse on June 30, 2027. With construction expected to be completed in late Fall of 2027, the federal funds may not be available for all construction expenditures. Therefore, City staff has worked to reallocate \$10M in Measure R funds from the SR-110 Interchange project to the Fair Oaks project.

With approval of the Measure R Funding Agreement, the North South Corridor Intelligent Transportation Systems (ITS) Deployment Project would include the following funding sources:

| <b>Sources</b>                                                    |                     |
|-------------------------------------------------------------------|---------------------|
| <b>Funding</b>                                                    | <b>Budget</b>       |
| North-South Corridor ITS Deployment Fund (108-9010-9161-8170-000) | \$249,357           |
| Proposition A Local Return Fund (205-9010-9161-8170-000)          | \$308,113           |
| Proposition C Local Return Fund (207-9010-9161-8170-000)          | \$967,714           |
| Federal Rogan Fund (214-9010-9161-8170-000)                       | \$9,343,000         |
| Measure R Local Return Fund (233-9010-9161-8170-000)              | \$250,000           |
| Measure M Local Return Fund (236-9010-9161-8170-000)              | \$250,000           |
| Measure R MIP Fund (243-9010-9161-8170-000)*                      | \$10,000,000        |
| Capital Growth Fund (255-9010-9161-8170-000)                      | \$59,101            |
| <b>Total Sources</b>                                              | <b>\$21,427,285</b> |
| <b>Uses</b>                                                       |                     |
| <b>Design</b>                                                     | \$1,300,000         |
| <b>Construction Management/Inspection</b>                         | \$758,526           |

|                                                         |                     |
|---------------------------------------------------------|---------------------|
| <b>Construction + Contingency (Engineer's Estimate)</b> | \$13,500,000        |
| <b>Total Uses</b>                                       | <b>\$15,558,526</b> |

\*The Measure R funding agreement is being considered for approval by City Council at the October 7, 2026 meeting.

Without the additional Measure R funding, there is sufficient budget for the Construction Management and Inspection Services Professional Services Agreement, but the Project would require additional funds for construction award.

This PSA will be funded using \$758,526 in Federal Rogan funds (Fund 214) allocated to the Project and Measure R Local Returns (Fund 233).

### **Key Performance Indicators and Strategic Plan**

This item is related to street improvement goals in the City Council's 2025 compilation of priorities.

### **Commission Review and Recommendation**

The Project was discussed with the Public Works and Infrastructure Commission (PWIC) Mobility on August 27, 2025 and May 13, 2026.

### **Public Notification**

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

### **Environmental Analysis**

The Project meets the requirements of California Environmental Quality Act Guidelines Section 15301 for Class 1, Existing Facilities, as the Project is consistent with Sections 15301(c) and 15301(d) listed. The City posted a Notice of Exemption with the State Clearinghouse on October 23, 2025, and with the Los Angeles County Registrar Clerk Recorder on October 30, 2025.

Attachment:

[Attachment No . 1 - Proposed Professional Services Agreement](#)



## PROFESSIONAL SERVICES AGREEMENT FOR CONSULTANT SERVICES

### City of South Pasadena /Willdan Engineering

#### 1. IDENTIFICATION

This Professional Services Agreement (“Agreement”) is entered into as of September 16, 2026, by and between the City of South Pasadena, a California municipal corporation (“City”), and Willdan Engineering (“Consultant”).

#### 2. RECITALS

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

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

#### 3. DEFINITIONS

- 3.1. “Scope of Services”: Attached hereto as Exhibit A and incorporated herein by this reference. **Scope of Services also requires compliance with federal requirements, set forth in Exhibit C, attached hereto.**
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Michael Vartanians, City Engineer. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant.



- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Seven Hundred Fifty-Eight Thousand, Five Hundred Twenty-Six Dollars (\$758,526) which includes a 10% contingency in the amount of Sixty-Eight Thousand, Nine Hundred Fifty-Seven Dollars (\$68,957), to be authorized in writing by the City Engineer.
- 3.5. “Commencement Date”: September 16, 2026.
- 3.6. “Termination Date”: December 31, 2028.

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by City in writing and incorporated in written amendments to this Agreement.

#### 5. CONSULTANT’S DUTIES

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

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant's profession and in a manner reasonably satisfactory to City. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict-of-interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, City may consent in writing to Consultant's performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Chris Baca shall be Consultant's project administrator and shall have direct responsibility for management of Consultant's performance under this Agreement. No change shall be made in Consultant's project administrator without City's prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the City that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. If City and Consultant cannot agree as to the substitution of key personnel, City may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant's performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or of any subcontractor. Change of ownership or control of Consultant's firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of City. In addition, pursuant to

Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement.

## 6. SUBCONTRACTING

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

## 7. COMPENSATION

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

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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

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

- 10.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.
- 10.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the City as an employer. Consultant shall not be entitled to any benefits. City makes no representation as to the effect of this independent contractor relationship on Consultant's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Consultant specifically assumes the responsibility for making such a determination. Consultant shall be responsible for all reports and obligations including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation, and other applicable federal and state taxes.
- 10.4. **Indemnification of CalPERS Determination.** In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

## 11. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, "Consultant" shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. "City" shall include City, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify City.**
- a. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold the City, its elected and appointed officials, officers, attorneys, agents, employees, servants, volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees" in this Section 11.2) free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, death, personal injury and property damage, in any manner arising out of, pertaining to, or incidental to any breach of this Agreement and/or any acts, errors, or omissions of Consultant, its owners, officials, officers, directors, employees, servants, subcontractors, consultants or agents in connection with

the performance of the Consultant's Services, and/or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by the City or any of the other Indemnitees.

**b. For Design Professional Services:**

Civil Code Section 2782.8(a) provides, relevant part: "[For all contracts] for design professional services, all provisions, clauses, covenants, and agreements contained in, collateral to, or affecting any such contract, and amendments thereto, that purport to indemnify, including the duty and the cost to defend, the indemnitee by a design professional against liability for claims against the indemnitee, are unenforceable, except to the extent that the claims against the indemnitee arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault..."

Therefore, with respect to the performance of professional services by a "design professional" (as the term is defined below), and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, indemnify and hold harmless City and the other Indemnitees, and each of them, from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of the Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants, or employees (or any entity or individual for whom the Consultant shall bear legal liability) in the performance of design professional services under this Agreement. Notwithstanding the foregoing and as required by Civil Code Section 2782.8(a), in no event shall the cost to defend the Indemnitees that is charged to Consultant, exceed Consultant's proportionate percentage of fault.

For purposes of this Section 11.2.b, and in accordance with Civil Code Section 2782.8(c), "design professional" means only the following and only while performing professional design services: (i) an individual licensed as an architect pursuant to Business and Professions Code Section 5500, et seq., and a business entity offering architectural services in accordance with that Code section; (ii) an individual licensed as a landscape architect pursuant to Business and Professions Code Section 5615, et seq., and a business entity offering landscape architectural services in accordance with that Code section; (iii) an individual registered as a professional engineer pursuant to Business and Professions Code Section 6700, et seq., and a business entity offering professional engineering services in accordance with that Code section; and (iv) an individual licensed as a professional land surveyor pursuant to Business and Professions Code Section 8700, et seq., and a business entity offering professional land surveying services in accordance with that Code section.

- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify City for such loss or damage as is caused by the sole active negligence or willful misconduct of the City.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys' fees for counsel, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City.
- 11.6 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant's behalf.
- 11.7 **Insurance Not a Substitute.** City does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant's indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 12. INSURANCE

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

- City reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of the right to exercise later.

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

- Professional Liability Insurance: \$2,000,000 per occurrence,  
\$4,000,000 aggregate
- General Liability:
  - General Aggregate: \$4,000,000
  - Products Comp/Op Aggregate \$4,000,000
  - Personal & Advertising Injury \$2,000,000
  - Each Occurrence \$2,000,000
  - Fire Damage (any one fire) \$ 100,000
  - Medical Expense (any 1 person) \$ 10,000
- Workers' Compensation:
  - Workers' Compensation Statutory Limits
  - EL Each Accident \$1,000,000
  - EL Disease - Policy Limit \$1,000,000
  - EL Disease - Each Employee \$1,000,000
- Automobile Liability
  - Any vehicle, combined single limit \$1,000,000

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

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

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



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

provide no less than 30 days' notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired insurance policies have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverage. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: City of South Pasadena, Attn: Office of the City Clerk, South Pasadena, CA 91030.

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

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

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

### **13. MUTUAL COOPERATION**

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

Consultant shall render any reasonable assistance that City may require in the defense of that claim or action.

## 14. NOTICES

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

### If to City

Todd Hileman, City Manager  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030  
Phone: 626 403-7212  
Email: cmooffice@southpasadenaca.gov

### If to Consultant

Chris Baca, Director of Construction Services  
Wildan Engineering  
13191 Crossroads Parkway N, Suite 405  
Industry, CA 91746  
Phone: (562) 364-8198  
Email: cbaca@willdan.com

With courtesy copy to:

Roxanne M. Diaz  
South Pasadena City Attorney  
Richards, Watson & Gershon  
350 S. Grand Ave, 37th Floor  
Los Angeles, CA 90071  
Phone: 213-626-8484  
Fax: 213-626-0078

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on thirty (30) calendar days' written notice to Consultant. Consultant agrees to cease all work under

this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.

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

## 17. INTERPRETATION OF AGREEMENT

- 17.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 17.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between City and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Consultant.
- 17.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 17.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 17.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

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

## 18. GENERAL PROVISIONS

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

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

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

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.

City of South Pasadena

Willdan Engineering

By: \_\_\_\_\_  
Todd Hileman  
City Manager

By: \_\_\_\_\_  
Chris Baca  
Director of Construction Services

**Attest:**

By: \_\_\_\_\_  
Nikima S. Newsome  
Chief City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Roxanne Diaz, City Attorney

## **EXHIBIT A**



## **EXHIBIT A**

### **SCOPE OF WORK**

#### **CONSTRUCTION MANAGEMENT AND INSPECTION SUPPORT SERVICES FOR NORTH SOUTH FAIR OAKS INTELLIGENT TRANSPORTATION SYSTEMS (ITS) PROJECT RABA01 5071 (024) CITY PROJECT 2002 (2020-02)**

The Public Works Department of the City of South Pasadena (City) is requesting proposals from qualified firms (Consultant) for construction management and inspection support services for the construction of the federally funded North South Fair Oaks Intelligent Transportation Systems (ITS) Project (Project)

Both the construction of the Project as well as these construction management and inspection support services are federally funded via RABA federal funds administered through the Federal Highways Administration (FHWA) and Caltrans, along with local City funds. The selected Consultant will be required to follow all federal requirements throughout execution of the project.

The Project will be advertised for construction towards the end of July, or early August 2026. The solicited plans and bid set can be found in the attached appendices. The anticipated award date for the construction contract is August 2026. Construction is anticipated to commence in September 2026, or shortly thereafter.

#### **INTRODUCTION AND PURPOSE**

The City of South Pasadena is seeking proposals and statements of qualifications for construction management services for the North South Fair Oaks Intelligent Transportation Systems (ITS) Project (Project). These services generally include inspection, contract administration, and other services as outlined in this scope of work. The selected engineering firm (Consultant) will designate an individual who is a registered Professional Engineer to serve as the construction Resident Engineer. The Resident Engineer shall be responsible for all matters related to the Consultant's personnel and operations, and provide plan reviews, inspection, quality assurance, and contract administration under the overall supervision of the City's Project Manager. Additional inspection personnel shall be full-time and/or on an as-needed basis and provide assistance to and work under the direction of the Resident Engineer.

#### **PROJECT DESCRIPTION**

The Project consists of construction, repair, modifications, improvements etc. of traffic signals, curb ramps, Intelligent Transportation System (ITS) elements, fiber optic cabling infrastructure, and Traffic Management Center (TMC) communication system. The work in general, to be performed pursuant to the Project's plans and specifications, consists of constructing traffic safety improvements and installing traffic signal upgrades at various intersections. Traffic safety improvements include construction of modification of existing bulb outs, median modifications, landscaping and irrigation, construction of curb ramps, construction of a cul-de-sac closing an existing road, and replacing and overlaying asphalt concrete pavement, furnishing and installing pavement markers, markings, traffic signs, and traffic striping. The project will also include the installation or modification of various traffic signal systems items, including replacement of existing traffic signal poles and foundations, new rectangular rapid

flashing beacon (RRFB) systems, Bluetooth-based vehicle tracking road side units, ethernet switches, fiber hub switches, ethernet modules, advanced dilemma video detection, 2070 controller, CCTV traffic monitoring systems, as well as Single Mode Fiber Optic (SMFO) cable, conduit, detectors, system integration, splice vaults, and fiber patch panels, traffic signing, thermoplastic striping and pavement markings; traffic control and all appurtenant work thereto necessary for the proper construction of the contemplated improvements, in accordance to Plans and Specification entitled as North-South Corridor Intelligent Transportation System Deployment Project, Project No. 2020-02. The Engineer's Estimate for this Project is \$11,803,474.

## **SCOPE OF SERVICES**

Construction work is anticipated to begin in November 2026 and extend for 196 calendar days. Even though the management of the project is being performed by the consultant, the final number of personnel and exact duration of assignments may be adjusted by the City prior to executing the contract and the Notice To Proceed (NTP). Authorization of a Construction Management contract is exclusively at the discretion of the City and contingent on funding availability. Consultant personnel shall be available within two (2) days of written notification by City (notice to be issued tentatively in August 2026) and be available for up to a maximum of six (6) weeks after City's acceptance of the construction project.

It is imperative that the selected Consultant have diverse engineering and construction management experience working on federal projects and have experience with traffic signal equipment and operations. The consultant must have direct extensive experience and a successful track record of completing federal construction projects and be knowledgeable about federal procedures and requirements. The consultant shall be thoroughly acquainted with the latest revisions of the Caltrans Local Assistance Procedures Manual (LAPM) and the requirements and exhibits therein. The selected Consultant personnel shall be Registered Civil Engineers and will provide complete construction management services including: labor, compliance, processing change orders and Requests for Information (RFI's), construction management, coordination, scheduling, administration, inspection, drawing submittal review and approval coordination, project records, and preparing and reviewing federal documents and forms during the execution of the project as well as project close-out.

The Consultant shall provide complete technical and administrative services to ensure successful project completion on time and under budget and provide coordination oversight for all activities taken by outside entities in connection with the project. The Consultant shall maintain a close liaison with the City's Project Manager.

The City's Project Manager will administer the Consultant contract and provide general direction to the Consultant. Resumes of personnel shall be submitted to City for review and approval prior to assignment to a task. The City and the Consultant will have the responsibility of determining the quality and quantity of work performed by the Consultant's employees. If, at any time, the level of performance is below expectations, the City may release the Consultant's personnel and request another person be assigned as needed.

When an employee is on leave or absent, the Consultant shall provide an equally qualified replacement employee until the assigned employee returns to work. The replacement employee shall meet all the requirements of a permanently assigned employee.

The typical workday includes all hours worked by the construction contractor, however, work may be performed during the nighttime upon written approval from the City. On days when work is not performed by the construction contractor, such as rainy or unsuitable weather days, Consultant services for inspection shall not be provided unless authorized by the Project Manager.

All personnel shall be knowledgeable of and comply with all applicable local, state and federal regulations. The Consultant shall cooperate and consult with City officials during the course of the contract and perform other duties as may be required to assure that the construction is being performed in accordance with the project plans and specifications and meets all federal requirements. The Consultant's personnel shall keep records and document work in accordance with standard construction practices.

Consultant should be up-to-date and knowledgeable about the requirements of the latest edition of the Local Assistance Procedures Manual (LAPM), including but not limited to Chapter 5 (Invoicing), Chapter 9 (Civil Rights and Disadvantaged Business Enterprises), Chapter 16 (Administer Construction Contracts), Chapter 17 (Project Completion) and all exhibits and forms therein and all Division of Local Assistance Office Bulletins and COIN Information Notices.

General duties provided by the Consultant shall include:

- Performing the duties of construction inspection and field engineering including: electrical inspection, traffic control inspection, quantity calculations, and ensuring compliance with project plans and specifications.
- Identify actual and potential problems associated with the construction project and recommend sound engineering solutions to the City. Analyze the plans and specifications for possible errors and deficiencies and report such findings to the City.
- Maintain an awareness of safety and health requirements, and of applicable regulations and contract provisions for the protection of the public and project personnel.
- Maintain continuous communications with the field personnel, construction administration and City staff, and with project neighbors to resolve community project problems and to advise them of work conditions affecting businesses and the neighborhood.
- Prepare calculations, records, reports, and correspondence related to project activities. Perform preparation of "As-Built" plans.
- If the City determines that changes are necessary, the Consultant's personnel shall prepare Change Orders in accordance with City procedures.
- Perform required field tests such as testing crosswalks to make sure that the countdown pedestrian signals and leading pedestrian intervals are working correctly.
- Prepare claims reports and be available for any claims settlement meetings.

- Review contractor's CPM schedule and construction staging plans and issue comments. Recommend recovery schedules when needed.
- Prepare construction punch-list items towards end of project construction

Tasks to be provided by the Consultant shall include, but are not limited to:

#### **A. Initial-Construction Phase**

- Conduct a review of construction PS&E to become familiar with the project and comment on potential constructability issues.
- Initiate project control system.
- Prepare Caltrans pre-construction review checklist (see Appendix F)
- Fill out LAPM Exhibit 15-B: Resident Engineer's Construction Contract Administration Checklist
- Assist in implementing public relations outreach plan.
- Review and comment on Contractor's submitted Schedule of Work.
- Review and coordinate analysis of Contractor's submittals with the Project Manager.
- Conduct pre-construction meeting. Review the Labor Provisions of the Contract and EEO requirements with the Contractor at the Pre-Construction Meeting
- Create shared folder consistent with City and Caltrans format for federal projects off state highway system.

#### **B. Construction Phase - Provide all construction management services, including:**

- Responsible for all compliance inspections
- Responsible for filing all documentation in project files in an organized manner
- Provide inspectors for on-the-job continuous inspection of work. The inspectors shall make reasonable efforts to guard against defects and deficiencies in the work of the Contractor and ensure that provisions of the contract documents are being fulfilled
- Inspectors shall complete daily inspection reports documenting observed construction activities consistent with LAPM Exhibit 16-C1.
- Resident Engineer shall complete weekly inspection reports documenting construction activities, and coordination with the Contractor consistent with LAPM Exhibit 16-C2, and provide to the City.
- Obtain Certified Payrolls and Owner Operator Listings. Check all certified payrolls.
- Conduct Employee Interviews
- Maintain Written Evidence of Apprentices Employed on the Project
- Cross Check Daily Reports, Interviews, Payrolls and Wage Rates in Order to Determine Contractor and Subcontractor Compliance
- Ensure Contractor submits LAPM Exhibit 9-P by the 15th of each month and track prompt payment to subcontractors
- Take Action for Payroll Delinquencies, Discrepancies, and Inadequacies
- Document that the Required Posters and Wage Rates are Displayed at the Job Site

- Take and maintain digital photographs providing documentation of construction activities; bind, label, and date photographs
- Assist in monthly progress payment recommendations by making measurements of bid items.
- Conduct weekly project meetings throughout the construction period; prepare minutes and distribute to designated parties.
- Monitor project budget, purchases, and payments.
- Review the updated construction schedules and maintain records.
- Prepare Contract Change Orders and coordinate with the Contractor on progress of change order work
- Complete Caltrans' mid-construction checklist
- Review and respond to Requests for Information (RFIs)
- Prepare Weekly Statement of Working Days consistent with LAPM Exhibit 16-A
- Prepare Quantity Sheets (Q-Sheets) consistent with Caltrans LAPM requirements, and review monthly Contractor Progress Payment applications
- Review of certified payroll records and labor compliance documents
- Track and ensure that all Certificates of Compliance and Buy America certificates are provided for all work prior to ordering materials.
- Ensure that Construction Contractor submits required federal tracking forms throughout the construction and review and make sure forms are completed properly. Required forms are outlined in the Caltrans Local Assistance Procedures Manual (LAPM) Chapters 9, 15, 16 and 17 and also in the required federal-aid contract language (LAPM Exhibit 12-G). The Consultant shall be thoroughly acquainted with the LAPM and its forms. The required federal reporting forms are provided in Appendix G, and are including but not limited to:
  - Form DOT CEM-3101 (Buy America Materials) (prior to start of work)
  - LAPM Exhibit 16-B: Subcontracting Request (prior to start of subcontracted work)
  - LAPM Exhibit 9-P: Prompt payment certification (for all subs) (monthly)
  - Form FHWA-1391: Federal-Aid Highway Construction Contractor's Annual EEO Report (annually)
  - LAPM Exhibit 17-F: Final Report Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subcontractors (at project completion)
  - LAPM Exhibit 17-O: Disadvantaged Business Enterprises (DBE) Certifications Status Change (at project completion)
- Review of schedule updates:
  - Compare work progress with planned schedule and notify the Construction Contractor of project slippage. Review the Contractor's plan to get back on schedule.
  - Obtain weekly updates from the Contractor on the construction schedule incorporating actual progress, weather delays, and change order impacts.
  - Analyze the schedule to determine the impact of weather, unforeseen conditions, and extra work.
  - Assist City's Project Manager to negotiate time extensions due to change orders or other delays.
  - At the end of each month, submit to Project Manager a progress report based on actual work accomplished consisting of a written narrative describing the overall progress, significant

- problems, proposed corrective action, and status of major changes. Progress payments shall be based on substantiated (earned value) reporting.
- Assist City's Project Manager in negotiation of change orders:
  - Perform quantity and cost analysis as required for negotiation of change orders.
  - Analyze additional compensation claims that are submitted during the construction period and prepare responses.
  - Perform claims administration including coordinating and monitoring claims responses, logging claims, and tracking claim status.
- Review, comment, and facilitate responses to Requests For Information:
  - Prepare responses to RFI-related construction issues.
  - Transmit product and design-related RFI's to the City's Project Manager for approval.
  - Conduct meetings with the Construction Contractor and other parties as needed to discuss and resolve RFI's.
- Ensure Submittal of Exhibit 9-P: Prompt Payment Certification by the 15th of the month for the previous month's activities for all subconsultants and submit to Caltrans prior to end of the month. Verify all Exhibit 9-P information, monitor compliance with prompt payment requirements.
- Ensure Prompt Payments to subcontractors
- Monitor and enforce Construction Contractor's compliance with traffic control plans.
- Identify actual and potential problems associated with the construction project and consult with the Project Manager and the design engineer.
- Maintain an awareness of safety and health requirements and enforce applicable regulations and contract provisions for the protection of the public and project personnel.
- Prepare monthly progress payment requests; negotiate differences over amount with the Construction Contractor, and process payments through the Project Manager. Progress payments are to be paid within 30 days of payment request.

**C. Community Coordination** - The Consultant shall be responsible for overseeing construction coordination between the City and entities such as the South Pasadena Unified School District (SPUSD). It is imperative that the Consultant carefully coordinate all construction activities to eliminate any impacts caused by the Construction work.

If applicable, community coordination work shall include:

- Serve as primary contact and authority on all construction activities to the adjacent business community.
- Compile a file on all queries and discussions with the business community, identifying the business and contact name, phone number, address, the nature and date of the discussion, and any action taken.
- Review Contractor's construction "Public Notices" relative to dates, times, and type of work proposed, to avoid business impacts. Assure Contractor releases notices to each building unit and property owner within and in proximity to the work area, and well in advance of work.
- Closely monitor daily construction activities and provisions to ensure no business impacts occur.
- On work focused in specific areas, coordinate with the Contractor to release focused Public Notices as they pertain to each business.

- Assure safe and acceptable access provisions are maintained throughout the project during all open business hours, without exception.
- Notify the Project Manager immediately of any significant issue.

**D. Traffic Control and Safety** - As required to safely complete the required inspection or survey work, the Consultant shall review the Contractor's prepared traffic control plans and the implementation of the plans, including lane closures, in accordance with the project special provisions and latest edition and revisions of the California Manual on Uniform Traffic Control Devices (CA MUTCD) and requirements herein.

- The Consultant shall conform to State and Federal safety provisions. However, it is understood that the Contractor shall be solely responsible for all construction means, methods, techniques and procedures, and for the adequacy of all safety provisions associated with their work.
- The Consultant's personnel shall wear white hard hats, OSHA-approved vests, and rubber-soled steel toe shoes at all times while working in the field.
- The Consultant shall provide appropriate safety training for all their personnel.
  - All safety equipment for the Consultant shall be furnished by the Consultant.

#### **E. Post-Construction Phase**

- Prepare initial punch list and consolidate comments into final punch list.
- Finalize the bid items, claims, change orders, punch list items, and correct shop drawings.
- Oversee completion of record drawings and as-builts.
- Prepare Report of Expenditures Checklist including all necessary attachments.
- Prepare final project federal reports and forms for expenditure, final Caltrans reimbursement, and all other federal reporting forms (e.g. disadvantaged business enterprise requirements, etc.)
- Transmit all project files and record drawings to Project Manager for archiving.
- Support construction claims analysis and litigation.
- Be available for any audits, including City internal audits.
- Complete Caltrans' post-construction checklist

**F. Miscellaneous Equipment, Vehicles, and Tools** - The Consultant shall provide all necessary instruments, tools, and safety equipment required for their personnel to perform their work accurately, efficiently, and safely, including:

- One vehicle (truck) for each inspector. Vehicles shall be equipped with internally controllable affixed and OSHA certified amber dashing lights, fire extinguishers, spare tires, and lockable toolboxes if they are parked on the roadway. Cars may be utilized if they are not parked within the roadway. All vehicles shall be maintained in good operating condition and appearance.
- City-approved nuclear gauges for inspection personnel to perform soils relative compaction field tests.
- Other field materials such as testing equipment and safety equipment for use by staff on the project.
- All necessary safety equipment required to perform the work efficiently and safely.

- Consultant personnel shall be provided with radios or cellular-equipped vehicles, digital cameras, and personal protective equipment suitable for the location and nature of work involved.



## **EXHIBIT B**

## EXHIBIT B

## COST PROPOSAL

## COST PROPOSAL

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant

Willdan Engineering

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No.

RABA01-5071(024)

Contract No. TBD

Contract Amount \$ 689,569.47

Date 8/11/2026

|                       |                 |                            |     |         |                        |
|-----------------------|-----------------|----------------------------|-----|---------|------------------------|
| For Combined Rate     | Fringe Benefit% | + General &Administrative% | =   | 191.64% | Combined ICR%          |
| <b>OR</b>             |                 |                            |     |         |                        |
| For Home Office Rate  | Fringe Benefit% | + General &Administrative% | =   |         | Home Office ICR% Field |
| For Field Office Rate | Fringe Benefit% | + General &Administrative% | =   |         | Office ICR%            |
|                       |                 |                            |     |         |                        |
|                       |                 |                            | Fee | =       | 15%                    |

## BILLING INFORMATION

## CALCULATION INFORMATION

| Name/Job Title/Classification <sup>1</sup>                 | Hourly Billing Rates <sup>2</sup> |          |          | Effective Date of Hourly Rate |           | Actual or Avg.<br>Hourly Rate <sup>4</sup> | % or \$<br>Increase | Hourly Range-<br>for Classifications Only |
|------------------------------------------------------------|-----------------------------------|----------|----------|-------------------------------|-----------|--------------------------------------------|---------------------|-------------------------------------------|
|                                                            | Straight <sup>3</sup>             | OT(1.5x) | OT(2x)   | From                          | To        |                                            |                     |                                           |
| Mike Bustos- PM/Resident Engineer*<br>Deputy Director      | \$328.01                          | \$492.02 | \$656.02 | 7/1/2026                      | 6/30/2027 | \$97.80                                    |                     | Not Applicable                            |
|                                                            | \$341.12                          | \$511.68 | \$682.24 | 7/1/2027                      | 6/30/2028 | \$101.71                                   | 4.00%               |                                           |
|                                                            | \$354.77                          | \$532.16 | \$709.54 | 7/1/2028                      | 6/30/2029 | \$105.78                                   | 4.00%               |                                           |
| Material Testing Manager<br>Supervising Engineer           | \$258.25                          | \$387.38 | \$516.50 | 7/1/2026                      | 6/30/2027 | \$77.00                                    |                     | \$70.00-\$80.00                           |
|                                                            | \$265.58                          | \$398.37 | \$531.16 | 7/1/2027                      | 6/30/2028 | \$80.08                                    | 4.00%               | \$72.80-\$83.20                           |
|                                                            | \$279.31                          | \$418.97 | \$558.62 | 7/1/2028                      | 6/30/2029 | \$83.28                                    | 4.00%               | \$75.71-\$86.53                           |
| Labor Compliance Manager<br>Labor Compliance Manager       | \$235.11                          | \$352.67 | \$470.22 | 7/1/2026                      | 6/30/2027 | \$70.10                                    |                     | \$65.00-\$75.00                           |
|                                                            | \$244.50                          | \$366.75 | \$489.00 | 7/1/2027                      | 6/30/2028 | \$72.90                                    | 4.00%               | \$67.60-\$78.00                           |
|                                                            | \$254.29                          | \$381.44 | \$508.58 | 7/1/2028                      | 6/30/2029 | \$75.82                                    | 4.00%               | \$70.30-\$81.12                           |
| Construction Manager*<br>Construction Manager              | \$201.60                          | \$302.40 | \$403.20 | 7/1/2026                      | 6/30/2027 | \$60.11                                    |                     | \$55.00-\$65.00                           |
|                                                            | \$209.65                          | \$314.48 | \$419.30 | 7/1/2027                      | 6/30/2028 | \$62.51                                    | 4.00%               | \$57.20-\$67.60                           |
|                                                            | \$218.03                          | \$327.05 | \$436.06 | 7/1/2028                      | 6/30/2029 | \$65.01                                    | 4.00%               | \$59.49-\$70.30                           |
| Asst Construction Manager<br>Asst Construction Manager     | \$170.85                          | \$256.28 | \$341.70 | 7/1/2026                      | 6/30/2027 | \$50.94                                    |                     | \$45.00-\$55.00                           |
|                                                            | \$177.69                          | \$266.54 | \$355.38 | 7/1/2027                      | 6/30/2028 | \$52.98                                    | 4.00%               | \$46.80-\$57.20                           |
|                                                            | \$184.80                          | \$277.20 | \$369.60 | 7/1/2028                      | 6/30/2029 | \$55.10                                    | 4.00%               | \$48.67-\$59.49                           |
| Federal Funding Administrator<br>Assistant Engineer II     | \$147.40                          | \$221.10 | \$294.80 | 7/1/2026                      | 6/30/2027 | \$43.95                                    |                     | \$40.00-\$50.00                           |
|                                                            | \$153.30                          | \$229.95 | \$306.60 | 7/1/2027                      | 6/30/2028 | \$45.71                                    | 4.00%               | \$41.60-\$52.00                           |
|                                                            | \$159.44                          | \$239.16 | \$318.88 | 7/1/2028                      | 6/30/2029 | \$47.54                                    | 4.00%               | \$43.26-\$54.08                           |
| Labor Compliance Specialist<br>Labor Compliance Specialist | \$150.92                          | \$226.38 | \$301.84 | 7/1/2026                      | 6/30/2027 | \$45.00                                    |                     | \$40.00-\$50.00                           |
|                                                            | \$156.96                          | \$235.44 | \$313.92 | 7/1/2027                      | 6/30/2028 | \$46.80                                    | 4.00%               | \$41.60-\$52.00                           |
|                                                            | \$163.23                          | \$244.85 | \$326.46 | 7/1/2028                      | 6/30/2029 | \$48.67                                    | 4.00%               | \$43.26-\$54.08                           |

## NOTES:

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate= actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**COST PROPOSAL**  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Willdan Engineering ☒ Prime Consultant ☐ Subconsultant  
Project No. RABA01-5071(024) Contract No. TBD Date 8/11/2026

| SCHEDULE OF OTHER DIRECT COST ITEMS         |          |       |            |              |
|---------------------------------------------|----------|-------|------------|--------------|
| Description of Item                         | Quantity | Unit  | Unit Cost  | Total        |
| Mileage Costs                               | 2328     | miles | \$0.76     | \$1,769.28   |
| Lab Testing                                 | 1        | LS    | \$2,500.00 | \$2,500.00   |
| Permit Fees                                 |          |       |            |              |
| Plan Sheets                                 |          |       |            |              |
| Test                                        |          |       |            |              |
| Vehicle                                     |          |       |            |              |
| Subconsultant 1: Public Agency Resources*** |          |       |            | \$397,399.31 |
| Subconsultant 2:                            |          |       |            |              |
| Subconsultant 3:                            |          |       |            |              |
| Subconsultant 4:                            |          |       |            |              |
| Subconsultant 5:                            |          |       |            |              |

- NOTES:
- 1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
  - 2. Proposed ODC items should be consistently billed regardless of client and contract type.
  - 3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
  - 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
  - 5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
  - 6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
  - 7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
  - 8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
  - 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
  - 10. Add additional pages if necessary.
  - 11. Subconsultants must provide their own cost proposals.

\*\*\* **A Willdan Company**

**COST PROPOSAL**

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Public Agency Resources\*\*\*

☒ Prime Consultant

☐ Subconsultant

☐ 2nd Tier Subconsultant

Project No. RABA01-5071(024)

Contract No. TBD

Contract Amount \$ 689,569.47

Date 8/11/2026

|                       |                 |                             |   |        |                        |
|-----------------------|-----------------|-----------------------------|---|--------|------------------------|
| For Combined Rate     | Fringe Benefit% | + General & Administrative% | = | 41.68% | Combined ICR%          |
| <b>OR</b>             |                 |                             |   |        |                        |
| For Home Office Rate  | Fringe Benefit% | + General & Administrative% | = | N/A    | Home Office ICR% Field |
| For Field Office Rate | Fringe Benefit% | + General & Administrative% | = | N/A    | Office ICR%            |

Fee = 15%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

| Name/Job Title/Classification <sup>1</sup> | Hourly Billing Rates <sup>2</sup> |          |          | Effective Date of Hourly Rate |           | Actual or Avg. Hourly Rate <sup>4</sup> | % or \$ Increase | Hourly Range- for Classifications Only |
|--------------------------------------------|-----------------------------------|----------|----------|-------------------------------|-----------|-----------------------------------------|------------------|----------------------------------------|
|                                            | Straight <sup>3</sup>             | OT(1.5x) | OT(2x)   | From                          | To        |                                         |                  |                                        |
| Construction Inspector**                   | \$173.21                          | \$259.82 | \$346.43 | 7/1/2026                      | 6/30/2027 | \$106.31                                |                  | \$106.31-\$115.00                      |
| Senior Public Works Observer               | \$183.61                          | \$275.41 | \$367.21 | 7/1/2027                      | 6/30/2028 | \$112.69                                | 6.00%            | \$112.69-\$121.90                      |
|                                            | \$194.62                          | \$291.93 | \$389.24 | 7/1/2028                      | 6/30/2029 | \$119.45                                | 6.00%            | \$119.45-\$129.21                      |
| Soils Technician**                         | \$170.31                          | \$255.47 | \$340.63 | 7/1/2026                      | 6/30/2027 | \$104.53                                |                  | \$104.53-\$115.00                      |
| Soils Technician I                         | \$180.53                          | \$270.80 | \$361.06 | 7/1/2027                      | 6/30/2028 | \$110.80                                | 6.00%            | \$110.80-\$121.90                      |
|                                            | \$191.36                          | \$287.05 | \$382.73 | 7/1/2028                      | 6/30/2029 | \$117.45                                | 6.00%            | \$117.45-\$129.21                      |
| Scheduler                                  | \$162.93                          | \$244.40 | \$325.86 | 7/1/2026                      | 6/30/2027 | \$100.00                                |                  | \$95.00-\$105.00                       |
| Senior Construction Manager                | \$172.71                          | \$259.06 | \$345.42 | 7/1/2027                      | 6/30/2028 | \$106.00                                | 6.00%            | \$100.70-\$111.30                      |
|                                            | \$183.07                          | \$274.61 | \$366.14 | 7/1/2028                      | 6/30/2029 | \$112.36                                | 6.00%            | \$106.74-\$117.98                      |

**NOTES:**

1. Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate= actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultants annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

\*\*\* **A Willdan Company**

**COST PROPOSAL**  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Public Agency Resources\*\*\* ☒ Prime Consultant ☐ Subconsultant  
Project No. RABA01-5071(024) Contract No. TBD Date 8/11/2026

| SCHEDULE OF OTHER DIRECT COST ITEMS |          |       |           |            |
|-------------------------------------|----------|-------|-----------|------------|
| Description of Item                 | Quantity | Unit  | Unit Cost | Total      |
| Mileage Costs                       | 5820     | miles | \$0.76    | \$4,423.20 |
| Lab Testing                         |          |       |           |            |
| Permit Fees                         |          |       |           |            |
| Plan Sheets                         |          |       |           |            |
| Test                                |          |       |           |            |
| Vehicle                             |          |       |           |            |
| Subconsultant 1:                    |          |       |           |            |
| Subconsultant 2:                    |          |       |           |            |
| Subconsultant 3:                    |          |       |           |            |
| Subconsultant 4:                    |          |       |           |            |
| Subconsultant 5:                    |          |       |           |            |

- NOTES:
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
  2. Proposed ODC items should be consistently billed regardless of client and contract type.
  3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
  4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
  5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost
  6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
  7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
  8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
  9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
  10. Add additional pages if necessary.
  11. Subconsultants must provide their own cost proposals.
- \*\*\* **A Willdan Company**

## COST PROPOSAL

### Certification of Direct Costs

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

- 1 Generally Accepted Accounting Principles (GAAP)
- 2 Terms and conditions of the contract
- 3 Title 23 United States Code Section Robert Lawrence
- 4 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
- 6 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

### Prime Consultant or Suconsultant Certifying:

|                                                                                                |                                                      |
|------------------------------------------------------------------------------------------------|------------------------------------------------------|
| Name: <u>Vanessa Munoz</u>                                                                     | Title*: <u>President</u>                             |
| Signature:  | Date of Certification (mm/dd/yyyy): <u>9/15/2026</u> |
| Email: <u><a href="mailto:vmunoz@willdan.com">vmunoz@willdan.com</a></u>                       | Phone Number: <u>562-447-6844</u>                    |
| Address: <u>2401 E. Katella Ave, Suite 300, Anaheim, CA 92806</u>                              |                                                      |

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under this proposed contract:

Construction Management, Construction Inspection, Labor Compliance, and Materials Testing

Assumptions: 194 working days of construction inspection, daytime shift, Monday through Friday, no more than 8 hours per day

65 working days of a second construction inspector, daytime shift, Monday through Friday, no more than 8 hours per day

## **EXHIBIT C**

**EXHIBIT C****ARTICLE I INTRODUCTION**

- A. This AGREEMENT is between the Consultant identified in the Professional Services Agreement to which this Exhibit "C" is attached ("CONSULTANT" in this Exhibit C) and the City of South Pasadena ("LOCAL AGENCY" in this Exhibit C).

**NOTE: As used in this Exhibit C, the term "AGREEMENT" shall mean and refer to the PROFESSIONAL SERVICES AGREEMENT to which this Exhibit C is attached, together with the fiscal terms and Federal provisions set forth in this Exhibit C, as applicable. Some provisions not applicable to the Agreement to which this Exhibit C is attached, have been deleted for clarity.**

- B. The work to be performed under this AGREEMENT is described in Article III Statement of Work and the approved CONSULTANT's Cost Proposal dated September 15, 2026. The approved CONSULTANT's Cost Proposal is attached hereto Exhibit B to this Agreement and incorporated by reference. If there is any conflict between the approved Cost Proposal and this AGREEMENT, this AGREEMENT shall take precedence.
- C. **SEE SECTION 11 OF THE AGREEMENT TO WHICH THIS EXHIBIT C IS ATTACHED, FOR INDEMNIFICATION REQUIREMENTS**
- D. CONSULTANT in the performance of this AGREEMENT, shall act in an independent capacity. It is understood and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and that no relationship of employer-employee exists between the Parties hereto. CONSULTANT's assigned personnel shall not be entitled to any benefits payable to employees of LOCAL AGENCY.
- E. LOCAL AGENCY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of the AGREEMENT, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the performance of its obligation hereunder, is only subject to the control or direction of the LOCAL AGENCY as to the designation of tasks to be performed and the results to be accomplished.
- F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds LOCAL AGENCY harmless from any and all claims that may be made against LOCAL AGENCY based upon any contention by any third party that an employer-employee relationship exists by reason of this AGREEMENT.
- G. Except as expressly authorized herein, CONSULTANT's obligations under this AGREEMENT are not assignable or transferable, and CONSULTANT shall not subcontract any work, without the prior written approval of the LOCAL AGENCY. However, claims for money due or which become due to CONSULTANT from LOCAL AGENCY under this AGREEMENT may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the LOCAL AGENCY.



**H. SEE SECTION 11 OF THE AGREEMENT TO WHICH THIS EXHIBIT C IS ATTACHED, FOR INDEMNIFICATION REQUIREMENTS**

- I. No alteration or variation of the terms of this AGREEMENT shall be valid, unless made in writing and signed by the parties authorized to bind the parties; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
- J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

**ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

- A. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed for the LOCAL AGENCY's Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.
- B. CONSULTANT's Project Manager shall meet with LOCAL AGENCY's Contract Administrator, as needed, to discuss progress on the AGREEMENT.

**ARTICLE III STATEMENT OF WORK- See EXHIBIT A****ARTICLE IV PERFORMANCE PERIOD**

- A. This AGREEMENT shall go into effect on September 16, 2026 contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The AGREEMENT shall end on December 31, 2028, unless extended by AGREEMENT amendment.
- B. CONSULTANT is advised that any recommendation for AGREEMENT award is not binding on LOCAL AGENCY until the AGREEMENT is fully executed and approved by LOCAL AGENCY.

**ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

- A. CONSULTANT will be reimbursed for hours worked at the hourly rates specified in the CONSULTANT's approved Cost Proposal. The specified hourly rates shall include direct salary costs, employee benefits, prevailing wages, employer payments, overhead, and fee. These rates are not adjustable for the performance period set forth in this AGREEMENT. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate.
- B. In addition, CONSULTANT will be reimbursed for incurred (actual) direct costs other than salary costs that are in the approved Cost Proposal and identified in the approved Cost Proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONSULTANT through issuance of Task Orders.
- D. After a project to be performed under this AGREEMENT is identified by LOCAL AGENCY, LOCAL AGENCY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule

and will designate a LOCAL AGENCY Project Coordinator. The draft Task Order will be delivered to CONSULTANT for review. CONSULTANT shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both LOCAL AGENCY and CONSULTANT.

- E. Task Orders may be negotiated for a lump sum (Firm Fixed Price) or for specific rates of compensation, both of which must be based on the labor and other rates set forth in CONSULTANT's approved Cost Proposal.  
  
CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the AGREEMENT.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. CONSULTANT will be responsible for transportation and subsistence costs in excess of State rates.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval in the form of an AGREEMENT amendment for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONSULTANT shall not commence performance of work or services until this AGREEMENT has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- J. A Task Order is of no force or effect until returned to LOCAL AGENCY and signed by an authorized representative of LOCAL AGENCY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by LOCAL AGENCY.
- K. CONSULTANT will be reimbursed within thirty (30) days upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in duplicate. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than thirty (30) calendar days after the performance of work for which CONSULTANT is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this AGREEMENT number, project title and Task Order number. Credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase, must be reimbursed by CONSULTANT prior to the expiration or termination of this AGREEMENT. Invoices shall be emailed to LOCAL AGENCY's Contract Administrator at the following address: [pwap@southpasadenaca.gov](mailto:pwap@southpasadenaca.gov)
- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this AGREEMENT.

- M. The total amount payable by LOCAL AGENCY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by amendment.
- N. If CONSULTANT fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.

- O. Task Orders may not be used to amend the language (or the terms) of this AGREEMENT not to exceed the scope of work under this AGREEMENT.
- P. The total amount payable by LOCAL AGENCY for all Task Orders resulting from this AGREEMENT shall not exceed \$689,569.47. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this AGREEMENT through Task Orders.

#### **ARTICLE VI TERMINATION FOR TERMINATION PROVISIONS, SEE PROFESSIONAL SERVICES AGREEMENT TO WHICH THIS EXHIBIT C IS ATTACHED**

- A. This AGREEMENT may be terminated by LOCAL AGENCY, provided that LOCAL AGENCY gives not less than thirty (30) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.
- B. LOCAL AGENCY may temporarily suspend this AGREEMENT, at no additional cost to LOCAL AGENCY, provided that CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If LOCAL AGENCY gives such notice of temporary suspension, CONSULTANT shall immediately suspend its activities under this AGREEMENT. A temporary suspension may be issued concurrent with the notice of termination.
- C. Notwithstanding any provisions of this AGREEMENT, CONSULTANT shall not be relieved of liability to LOCAL AGENCY for damages sustained by LOCAL AGENCY by virtue of any breach of this AGREEMENT by CONSULTANT, and LOCAL AGENCY may withhold any payments due to CONSULTANT until such time as the exact amount of damages, if any, due LOCAL AGENCY from CONSULTANT is determined.
- D. In the event of termination, CONSULTANT shall be compensated as provided for in this AGREEMENT. Upon termination, LOCAL AGENCY shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.

#### **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to determine the allowability of individual terms of cost.
- B. The CONSULTANT also agrees to comply with Federal procedures in accordance with 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- C. Any costs for which payment has been made to the CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by the CONSULTANT to LOCAL AGENCY.
- D. When a CONSULTANT or Subconsultant is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.

#### **ARTICLE VIII RETENTION OF RECORD/AUDITS**

For the purpose of determining compliance with Gov. Code § 8546.7, the CONSULTANT,

Subconsultants, and LOCAL AGENCY shall maintain all books, documents, papers, accounting records, Independent CPA Audited Indirect Cost Rate workpapers, and other evidence pertaining to the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and materials available at their respective offices at all reasonable times during the AGREEMENT period and for three (3) years from the date of final payment under the AGREEMENT and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition. LOCAL AGENCY, Caltrans Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the CONSULTANT, Subconsultants, and the CONSULTANT's Independent CPA, that are pertinent to the AGREEMENT for audits, examinations, workpaper review, excerpts, and transactions, and copies thereof shall be furnished if requested without limitation.

#### **ARTICLE IX AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by AGREEMENT, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.
- B. Not later than thirty (30) calendar days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.
- D. CONSULTANT and subconsultant AGREEMENTs, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an AGREEMENT audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, LOCAL AGENCY, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY Contract Administrator to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, LOCAL AGENCY or local governments have access to CPA work papers, will be considered a breach of AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the LOCAL AGENCY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the AGREEMENT terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, LOCAL AGENCY will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable procedures and guidelines) is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
2. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
3. If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this AGREEMENT.
4. CONSULTANT may submit to LOCAL AGENCY final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this AGREEMENT has been completed to the satisfaction of LOCAL AGENCY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO LOCAL AGENCY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this AGREEMENT and all other agreements executed between LOCAL AGENCY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

**ARTICLE X SUBCONTRACTING FOR SUBCONTRACTING REQUIREMENTS, SEE PROFESSIONAL SERVICES AGREEMENT TO WHICH THIS EXHIBIT C IS ATTACHED**

- A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual relation between the LOCAL AGENCY and any Subconsultants, and no subagreement shall relieve the CONSULTANT of its responsibilities and obligations hereunder. The CONSULTANT agrees to be as fully responsible to the LOCAL AGENCY for the acts and omissions of its Subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the CONSULTANT. The CONSULTANT's obligation to pay its Subconsultants is an independent obligation from the LOCAL AGENCY's obligation to make payments to the CONSULTANT.

- B. The CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the LOCAL AGENCY Contract Administrator, except that which is expressly identified in the CONSULTANT's approved Cost Proposal.
- C. Any subagreement entered into as a result of this AGREEMENT, shall contain all the provisions stipulated in this entire AGREEMENT to be applicable to Subconsultants unless otherwise noted.
- D. Any substitution of Subconsultants must be approved in writing by the LOCAL AGENCY Contract Administrator in advance of assigning work to a substitute Subconsultant.

E. Prompt Progress Payment

CONSULTANT or subconsultant shall pay to any subconsultant, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONSULTANT on account of the work performed by the subconsultants, to the extent of each subconsultant's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or subconsultant may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subconsultant, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

F. Prompt Payment of Withheld Funds to Subconsultants

No retainage will be held by the LOCAL AGENCY from progress payments due to CONSULTANT. CONSULTANTS and subconsultants are prohibited from holding retainage from subconsultants. Any delay or postponement of payment may take place only for good cause and with the LOCAL AGENCY's prior written approval. Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subconsultant performance and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

Any violation of these provisions shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT, deficient subcontract performance, or noncompliance by a subconsultant.

**ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES [NOT APPLICABLE TO THE AGREEMENT TO WHICH THIS EXHIBIT C IS ATTACHED]**

- A. Prior authorization in writing by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide

an evaluation of the necessity or desirability of incurring such costs.

- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's approved Cost Proposal and exceeding five thousand dollars (\$5,000), with prior authorization by LOCAL AGENCY's Contract Administrator, three competitive quotations must be submitted with the request, or the absence of proposal must be adequately justified.
- C. Any equipment purchased with funds provided under the terms of this AGREEMENT is subject to the following:
  - 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of five thousand dollars (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the AGREEMENT, or if the AGREEMENT is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY.
  - 2. Regulation 2 CFR 200 requires a credit to Federal funds when participating equipment with a fair market value greater than five thousand dollars (\$5,000) is credited to the project.

## ARTICLE XII STATE PREVAILING WAGE RATES

- A. No CONSULTANT or Subconsultant may be awarded an AGREEMENT containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with DIR must be maintained throughout the entire term of this AGREEMENT, including any subsequent amendments.
- B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this AGREEMENT are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made a specific part of this AGREEMENT by reference pursuant to Labor Code §1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at LOCAL AGENCY construction sites, at LOCAL AGENCY facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve LOCAL AGENCY projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public.
- C. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations website at <http://www.dir.ca.gov>.
- D. Payroll Records
  - 1. Each CONSULTANT and Subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000



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 the CONSULTANT or Subconsultant in connection with the public work. 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:

- a. The information contained in the payroll record is true and correct.
  - b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by LOCAL AGENCY representatives at all reasonable hours at the principal office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit inspection of its records as follows:
  - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to LOCAL AGENCY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONSULTANT.
  - c. The public shall not be given access to certified payroll records by the CONSULTANT. The CONSULTANT is required to forward any requests for certified payrolls to the LOCAL AGENCY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by LOCAL AGENCY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONSULTANT or Subconsultant performing the work shall not be marked or obliterated.
5. The CONSULTANT shall inform LOCAL AGENCY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONSULTANT or Subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONSULTANT or Subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to LOCAL AGENCY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by LOCAL AGENCY from payments then due. CONSULTANT

is not subject to a penalty assessment pursuant to this section due to the failure of a Subconsultant to comply with this section.

- E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the LOCAL AGENCY Contract Administrator.

F. Penalty

1. The CONSULTANT and any of its Subconsultants shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONSULTANT and any Subconsultant shall forfeit to the LOCAL AGENCY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONSULTANT or by its Subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONSULTANT or Subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the CONSULTANT or Subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or Subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONSULTANT or Subconsultant had knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the 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 the CONSULTANT or Subconsultant.
4. If a worker employed by a Subconsultant on a public works project is not paid the general prevailing per diem wages by the Subconsultant, the CONSULTANT of the project is not liable for the penalties described above unless the CONSULTANT had knowledge of that failure of the Subconsultant to pay the specified prevailing rate of wages to those workers or unless the CONSULTANT fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONSULTANT and the Subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the Subconsultant.
  - c. Upon becoming aware of the Subconsultant's failure to pay the specified prevailing rate of wages to the Subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project.
  - d. Prior to making final payment to the Subconsultant for work performed on the public works project, the CONSULTANT shall obtain an affidavit signed under penalty of

perjury from the Subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the Subconsultant's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, LOCAL AGENCY shall notify the CONSULTANT on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
6. If LOCAL AGENCY determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if LOCAL AGENCY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONSULTANT shall withhold an amount of moneys due the Subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by LOCAL AGENCY.

#### G. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the LOCAL AGENCY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONSULTANT or any of its Subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

#### H. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

### ARTICLE XIII CONFLICT OF INTEREST

- A. During the term of this AGREEMENT, the CONSULTANT shall disclose any financial, business, or other relationship with LOCAL AGENCY that may have an impact upon the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT or any ensuing LOCAL AGENCY construction project which will follow.
- B. CONSULTANT certifies that it has disclosed to LOCAL AGENCY any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this AGREEMENT. CONSULTANT agrees to advise LOCAL AGENCY of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this

AGREEMENT. CONSULTANT further agrees to complete any statements of economic interest if required by either LOCAL AGENCY ordinance or State law.

- C. The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.
- D. The CONSULTANT hereby certifies that the CONSULTANT or subconsultant and any firm affiliated with the CONSULTANT or subconsultant that bids on any construction contract or on any Agreement to provide construction inspection for any construction project resulting from this AGREEMENT, has established necessary controls to ensure a conflict of interest does not exist. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise.

#### **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any LOCAL AGENCY employee. For breach or violation of this warranty, LOCAL AGENCY shall have the right, in its discretion, to terminate this AGREEMENT without liability, to pay only for the value of the work actually performed, or to deduct from this AGREEMENT price or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **ARTICLE XV PROHIBITION OF EXPENDING LOCAL AGENCY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

- A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:
  - 1. No State, Federal, or LOCAL AGENCY appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any local, State, or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding or making of this AGREEMENT, or with the extension, continuation, renewal, amendment, or modification of this AGREEMENT.
  - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this AGREEMENT, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.
- C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower tier subagreements, which exceed one hundred thousand dollars (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

#### **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

- A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the CONSULTANT has, unless exempt, complied with the nondiscrimination program requirements of Gov. Code §12990 and 2 CCR §11102.
- B. During the performance of this AGREEMENT, CONSULTANT and its subconsultants shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any

employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONSULTANT and subconsultants shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by LOCAL AGENCY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing and the LOCAL AGENCY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or LOCAL AGENCY shall require to ascertain compliance with this clause.
- E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT.
- G. The CONSULTANT, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subconsultants.
- I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin.

## **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

- A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer or manager:
  - 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of

- ineligibility by any federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;
  3. Does not have a proposed debarment pending; and
  4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to LOCAL AGENCY. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.
- C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the U.S. General Services Administration are to be determined by FHWA.

#### **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

- A. CONSULTANT, or subconsultant, shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26).

#### **ARTICLE XIX INSURANCE SEE AGREEMENT TO WHICH THIS EXHIBIT C IS ATTACHED FOR INSURANCE REQUIREMENTS**

#### **ARTICLE XX FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to LOCAL AGENCY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or LOCAL AGENCY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. LOCAL AGENCY has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

#### **ARTICLE XXI CHANGE IN TERMS**

- A. This AGREEMENT may be amended or modified only by mutual written agreement of the parties.
- B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and notification to proceed has been provided by LOCAL AGENCY's Contract Administrator.
- C. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed in the approved Cost Proposal, which is a part of this AGREEMENT without prior written

approval by LOCAL AGENCY's Contract Administrator.

## **ARTICLE XXII CONTINGENT FEE**

CONSULTANT warrants, by execution of this AGREEMENT that no person or selling agency has been employed, or retained, to solicit or secure this AGREEMENT upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, LOCAL AGENCY has the right to annul this AGREEMENT without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE XXIII DISPUTES**

Prior to either party commencing any legal action under this AGREEMENT, the parties agree to try in good faith, to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of good-faith negotiations and as may be otherwise provided herein, then either party may commence legal action against the other.

- A. Any dispute, other than audit, concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by a committee consisting of LOCAL AGENCY's Contract Administrator and City Manager, who may consider written or verbal information submitted by CONSULTANT.
- B. Not later than thirty (30) calendar days after completion of all work under the AGREEMENT, CONSULTANT may request review by LOCAL AGENCY Governing Board of unresolved claims or disputes, other than audit. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full and timely performance in accordance with the terms of this AGREEMENT.

## **ARTICLE XXIV INSPECTION OF WORK**

CONSULTANT and any subconsultant shall permit LOCAL AGENCY, the State, and the FHWA if federal participating funds are used in this AGREEMENT; to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT.

## **ARTICLE XXV SAFETY**

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by LOCAL AGENCY Safety Officer and other LOCAL AGENCY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code §591, LOCAL AGENCY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.



- D. CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code §6500 and §6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

**ARTICLE XXVI OWNERSHIP OF DATA SEE AGREEMENT TO WHICH THIS EXHIBIT D IS ATTACHED FOR OWNERSHIP OF WORK PRODUCT AND DATA REQUIREMENTS**

- A. It is mutually agreed that all materials prepared by CONSULTANT under this AGREEMENT shall become the property of LOCAL AGENCY, and CONSULTANT shall have no property right therein whatsoever. Immediately upon termination, LOCAL AGENCY shall be entitled to, and CONSULTANT shall deliver to LOCAL AGENCY, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and other such materials as may have been prepared or accumulated to date by CONSULTANT in performing this AGREEMENT which is not CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to LOCAL AGENCY which is in CONSULTANT's possession. Publication of the information derived from work performed or data obtained in connection with services rendered under this AGREEMENT must be approved in writing by LOCAL AGENCY.
- B. Additionally, it is agreed that the Parties intend this to be an AGREEMENT for services and each considers the products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire. CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of LOCAL AGENCY without restriction or limitation upon its use or dissemination by City.
- C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work product is suitable in any way for any other project except the one detailed in this Contract. Any reuse by LOCAL AGENCY for another project or project location shall be at LOCAL AGENCY's sole risk.
- D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as appropriate (48 CFR 27 Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).
- E. LOCAL AGENCY may permit copyrighting reports or other agreement products. If copyrights are permitted; the AGREEMENT shall provide that the FHWA shall have the royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

**ARTICLE XXVII CLAIMS FILED BY LOCAL AGENCY'S CONSTRUCTION CONTRACTOR**

- A. If claims are filed by LOCAL AGENCY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with LOCAL AGENCY'S construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.
- B. CONSULTANT's personnel that LOCAL AGENCY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from LOCAL AGENCY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

- C. Services of CONSULTANT's personnel in connection with LOCAL AGENCY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

#### **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

- A. All financial, statistical, personal, technical, or other data and information relative to LOCAL AGENCY's operations, which are designated confidential by LOCAL AGENCY and made available to CONSULTANT in order to carry out this AGREEMENT, shall be protected by CONSULTANT from unauthorized use and disclosure.
- B. Permission to disclose information on one occasion, or public hearing held by LOCAL AGENCY relating to the AGREEMENT, shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other occasion.
- C. CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings, or in response to questions from a Legislative committee.
- D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by LOCAL AGENCY, and receipt of LOCAL AGENCY'S written permission.
- E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

#### **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

#### **ARTICLE XXX EVALUATION OF CONSULTANT**

CONSULTANT's performance will be evaluated by LOCAL AGENCY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

#### **ARTICLE XXXI TITLE VI ASSURANCES**

##### **APPENDICES A - E of the TITLE VI ASSURANCES**

*[The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between an agency and a consultant to contain Appendices A and E of the Title VI Assurances. Include Appendices B, C, and D if applicable as shown below. In addition, the consultant must include the Title VI Assurances Appendices A and E, and if applicable Appendices B, C, and D in all subcontracts to perform work under the contract.]*

*The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a LOCAL AGENCY.*

*The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the LOCAL AGENCY with other parties:*

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and*
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.]*

## APPENDIX A

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives.  
  
Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

- ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

#### **APPENDIX B (NOT APPLICABLE)** **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and

its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C (NOT APPLICABLE)**  
**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE**  
**ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**APPENDIX D (NOT APPLICABLE)**  
**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE**  
**ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be

excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

## APPENDIX E

During the performance of this contract, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as

implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).

#### **ARTICLE XXXII NOTIFICATION SEE AGREEMENT TO WHICH THIS EXHIBIT C IS ATTACHED FOR NOTICE INFORMATION**

All notices hereunder and communications regarding interpretation of the terms of this AGREEMENT and changes thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

CONSULTANT:

\_\_\_\_\_  
(CONSULTANT)  
\_\_\_\_\_  
(NAME) \_\_\_\_\_, Project Manager  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_

LOCAL AGENCY:

\_\_\_\_\_  
(LOCAL AGENCY)  
\_\_\_\_\_  
(NAME) \_\_\_\_\_, Contract Administrator  
\_\_\_\_\_  
(ADDRESS)  
\_\_\_\_\_

#### **ARTICLE XXXIII CONTRACT**

The two parties to this AGREEMENT, who are the before named CONSULTANT and the before named LOCAL AGENCY, hereby agree that this AGREEMENT constitutes the entire AGREEMENT which is made and concluded in duplicate between the two parties. Both of these parties for and in consideration of the payments to be made, conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the terms and conditions of this AGREEMENT as evidenced by the signatures below.

**ARTICLE XXXIV SIGNATURES - SEE AGREEMENT TO WHICH THIS EXHIBIT D IS ATTACHED FOR  
REQUIRED SIGNATURES**

(Name of LOCAL AGENCY)

(Name of CONSULTANT)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name of Signer)

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Name of Signer)

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# City Council Agenda Report

ITEM NO. 12

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:**

**SUBJECT: CONSIDERATION OF SECOND READING AND ADOPTION OF ORDINANCE NO. 2421 AMENDING THE SOUTH PASADENA MUNICIPAL CODE RELATING TO CITY LIBRARY RULES AND ESTABLISHING AN ADMINISTRATIVE APPEAL PROCESS FOR SUSPENSION OF LIBRARY VISITATION PRIVILEGES**

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## Recommendation

It is recommended that the City Council adopt Ordinance No. 2421, included in this report as Attachment 1, amending the South Pasadena Municipal Code relating to the establishment and enforcement of library rules and establishing an administrative appeal process for the suspension of library visitation privileges.

## Executive Summary

On September 2, 2026, the City Council conducted the first reading and introduction of Ordinance No. 2421 by title only. This report presents the second reading and adoption of Ordinance No. 2421, seeking to update Section 2.78-5 of Chapter 2 of the South Pasadena Municipal Code, clarifying authority related to the establishment, adoption and enforcement of rules of behavior for library patrons at the City Library and ensure consistency with recent Library Board of Trustees approved "Rules of Behavior, Enforcement and Suspension Policy." In addition, the proposed ordinance adopts a new Section 2.78-6, updating the current appeal provisions to streamline the appeals process for City Library suspensions.

Key updates include removing specific rules of behavior and suspension lengths from the Municipal Code and instead provide for their establishment administratively by the Library Director. The Library Board of Trustees is then required to review and approve the rules, which become effective upon the Board's adoption. This allows more flexibility for the Library Director and Library Board to adapt and update rules as safety needs dictate. The maximum length for any suspension will continue to be one year, and the update enacts a clearer and more streamlined appeals process for suspensions, ensuring a timely and fair hearing for any patrons wishing to challenge a suspension.

Collectively, the amendments improve efficiency in providing a safe and welcoming environment for staff and patrons, balance the needs of all members of the public who enter the Library, and ensures a fair and timely appeals process for anyone issued a suspension.

## Background

Since its initial adoption in 1998, the "Code of Conduct" provides expectations of behavior for

Library visitors to help ensure a safe and welcoming environment for staff and patrons. In order to provide an enforcement mechanism to address anyone violating these rules, the South Pasadena City Council adopted South Pasadena Municipal Code Section 2.78.5, allowing the Library Director or designee to suspend Library visitation and/or use privileges for a period of time, not to exceed one year, for serious and/or repeated infractions of the Library "Code of Conduct," along with an appeals process for anyone wishing to challenge their suspension.

In August 2026, the Library Board of Trustees approved the new "Library Rules of Behavior, Enforcement and Suspension Policy," ("Rules of Behavior") to replace the outdated "Code of Conduct." To facilitate the adoption of the new Rules of Behavior, a corresponding amendment to Municipal Code Section 2.78.5 is required to provide for the development of the rules by the Library Director who then presents them to the Library Board for their review and approval.

On September 2, 2026, the City Council conducted the first reading and approved the introduction of Ordinance No. 2421, by title only.

### **Analysis**

Public Libraries utilize a code of conduct to maintain a safe and welcoming environment for all. While staff utilizes a variety of tools to educate patrons on expectations of behavior in our facility, from posted signs to verbally informing anyone violating the rules, unfortunately it is sometimes necessary to suspend a patron due to egregious or excessive actions. Library staff utilize this as a last resort and only when necessary. In the past 12 months the library had 246,000 patron visits, with only 46 documented incidents and 12 suspensions.

### **Municipal Code Updates**

Currently, Section 2.78.5 provides for the adoption of rules by the City Council or the Library Board in addition to listing specific rules of behavior and the corresponding penalties (i.e. suspension) for the violation of those rules. Section 2.78.5 also contained an appeals process for anyone suspended by the Library Director or designee. The suspension and appeal provisions were also in need of updating to better align with patron expectations, be consistent with surrounding Library systems, and ensure a timely and fair process to contest a suspension.

Proposed updates to Municipal Code Section 2.78.5 serve two main purposes:

1. Ensuring Library staff and the Library Board of Trustees have flexibility to update rules of behavior and suspension periods as needed, creating a safer, more inclusive and welcoming environment for all patrons and staff; and
2. Updating the appeals process to ensure a fair and timely hearing for anyone who believes their library privileges were wrongfully suspended.

The proposed ordinance establishes that the Library Director and Library Board of Trustees develop the Rules of Behavior for the Library, which also apply to the adjacent park areas used for scheduled library programming. Anyone violating the Rules of Behavior may be required to leave the library and/or be subject to a suspension of their borrowing and/or library privileges not to exceed the current maximum suspension period of one year. The proposed ordinance makes clear that the Rules of Behavior are to be developed in accordance with Education Code Section 18960 to ensure that libraries and their meeting room facilities serve

their intended purposes, including providing an orderly environment in which people may read, study, use library materials and equipment, and participate in library or community programs.

The changes allow the Library Director and Board of Trustees to modify rules when needed and the changes are consistent with the process and procedures of nearby library systems. The proposed ordinance also simplifies suspension periods (currently one day, 15 days, 30 days, or 12 months), changing them to either 30 days or one year, ensuring patrons can readily understand the potential consequences of violating Library rules. Violation of safety-related rules are subject to a 30-day suspension. Patrons that violate non-safety related rules are provided a warning and after continued non-compliance could be subject to a 30-day suspension. Violation of rules labeled "dangerous or illegal behaviors" will subject a violator to a one-year suspension.

In addition, the proposed ordinance adopts a new Section 2.78-6 that outlines a revised appeal process that provides for a streamlined timeline and process for the submission of an appeal. Currently, the process requires the Library Board of Trustees to serve as hearing officers and hold an emergency meeting in a timely manner to hear an appeal and respond, a process which would be difficult to fulfill. By changing the Municipal Code to direct the appeal to the City Manager, or his designee, an appeal can be promptly heard and responded to. Furthermore, new Section 2.78-6 provides that unless the appellant requests an oral hearing, the appeal can be submitted on the written record.

#### **Fiscal Impact**

There is no direct fiscal impact associated with adoption of the proposed Ordinance. Updating the Ordinance is included in the Library Department's FY 2026-2027 Work Plan in the Adopted Budget.

#### **Commission Review and Recommendation**

On August 13th, 2026 the Library Board of Trustees reviewed the proposed Municipal Code changes and recommended approval.

Attachment:

[Attachment 1 - Ordinance No 2421 Amending So. Pas. MC Section 2.78-5](#)

**DRAFT FOR REVIEW**

**ORDINANCE NO. 2421**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING THE SOUTH PASADENA MUNICIPAL CODE RELATING TO CITY LIBRARY RULES AND ESTABLISHING AN ADMINISTRATIVE APPEAL PROCESS FOR SUSPENSION OF LIBRARY VISITATION PRIVILEGES**

**THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

**SECTION 1.** Section 2.78-5 (Suspension or expulsion for violation of library rules) of Chapter 2 (Administration) of the City of South Pasadena Municipal Code is hereby repealed and replaced in its entirety as follows:

“2.78-5 City Library Rules.

(a) This Section shall govern the establishment, adoption and enforcement of rules of behavior for library patrons at the South Pasadena Public Library and surrounding park areas when used for scheduled library programming (“City Library”).

(b) The Library Director shall establish the rules of behavior, including penalties for violation, related to the use of the City Library (“Rules”). The Rules may regulate disruptive behavior, including engaging in dangerous activities or activities in violation of current state laws, misuse of library facilities or property, excessive noise, offensive odors, health and sanitation hazards, and the bringing of possessions, materials, or objects into the library or facility that are likely to interfere with its use by others and are not consistent with the purposes of the City Library. The Rules shall be reviewed and adopted by the board of library trustees. Upon adoption, the Rules shall be effective.

(c) The Rules are developed in accordance with Education Code Section 18960 to ensure that libraries and their meeting room facilities serve their intended purposes, including outdoor areas that are used for scheduled library programming. In the case of the City Library, these purposes include providing an orderly environment in which people may read, study, use library materials and equipment, and participate in library or community programs.

(d) Any person who has violated any Rules may be required to leave the library and/or be subject to the suspension of his or her borrowing and/or library visitation privileges for a period not to exceed one (1) year as provided by the Rules. Safety-related violations may result in an immediate expulsion from the City Library and an issuance of a written suspension as set forth in the Rules.

## DRAFT FOR REVIEW

(e) Any person subject to suspension of his or her borrowing and/or library visitation privileges, as authorized by subsection (d) above, may appeal the suspension or expulsion pursuant to Section 2.78-6 of this Code. Unless otherwise ordered by the hearing officer, the suspension or expulsion remains in effect while an appeal is pending.

(f) The Rules shall be conspicuously posted at the City Library and on the City's website and shall be available upon request. Any person who violates non-safety related Rules may receive verbal notice of the violation and the applicable Rule that was violated. Any person who fails or refuses to comply with a Rule after receiving such advisement shall be warned that continued noncompliance may result in the person being required to leave the premises or suspension of borrowing and/or library visitation privileges as set forth in the Rules.

(g) Any person who fails or refuses to leave the City Library, or who returns to the City Library during the time in which that person's visitation privileges are suspended and after being provided notice of the violation and directed to leave, shall be guilty of a misdemeanor as set forth in Section 1.7(c) of this Code."

**SECTION 2.** Section 2.78-6 is hereby added to Chapter 2 (Administration) of the South Pasadena Municipal Code to read as follows:

### "2.78-6 Appeal of City Library Suspension.

(a) Any person subject to suspension of his or her borrowing and/or library visitation privileges or expulsion, pursuant to Section 2.78-5 of this Code may appeal the suspension or expulsion in writing by completing an appeal form provided by the City, which requires the appellant to provide an address and contact information, state the basis of the appeal and provide any documents related to the appeal and return the appeal form and all documents, to the city clerk's office within seven (7) days of the date of the start of the suspension or expulsion ("Notice of Appeal). Only after the submission of a fully completed Notice of Appeal ("perfected appeal"), will the city process the appeal, including providing a copy of the Notice of Appeal to the Library Director.

(b) The city manager or his or her designee shall serve as the hearing officer for any appeal ("hearing officer"). Unless the appellant requests an oral hearing in the Notice of Appeal, the appeal shall be deemed submitted on the written record, which includes the notice of suspension or expulsion, the Notice of Appeal, written statements or information submitted by the Library and any other records or documents provided to the hearing officer. The hearing officer may require that additional written evidence be submitted before the appeal is decided and may establish deadlines for the submission of supplemental materials.

(c) If the appellant requests an oral hearing, the hearing officer shall schedule a hearing and provide written notice of the date, time and location of the hearing to the appellant at the address listed on the person's library card application and/or the address

## DRAFT FOR REVIEW

listed on the Notice of Appeal. The notice shall be served on the appellant at least five (5) business days before the hearing by first-class mail and the notice shall be deemed to be served on the date the notice is deposited with the United States postal service. The hearing shall be held within thirty (30) business days of the city's receipt of the perfected appeal, unless the hearing is continued by the hearing officer as provided for in paragraph (d) of this section.

(d) City Library staff shall submit a written report concerning the suspension to the hearing officer, with a copy to the person requesting the hearing, within five business days of the city's receipt of the perfected appeal. If an oral hearing is requested, the appellant may appear, be heard, and present evidence regarding whether the suspension or expulsion should be upheld, modified, or rescinded. The hearing officer may request additional written or oral information from City Library staff or the appellant prior to issuing a written decision. The hearing may be continued by the hearing officer as necessary, but in no event shall the continuance exceed thirty days

(e) If the appellant fails to attend the scheduled hearing, the hearing will proceed without the appellant, and the appellant will be deemed to have waived the right to an administrative hearing and any further appeals.

(f) Within fifteen (15) business days after the close of the hearing, the hearing officer shall issue a written decision affirming, modifying, or rescinding the suspension or expulsion. If the appeal is submitted on the written record, the hearing officer shall issue a written decision affirming, modifying, or rescinding the suspension or expulsion within thirty-five (35) business days of the city's receipt of the perfected appeal. The hearing officer may impose reasonable conditions as part of the decision if deemed necessary to protect library patrons, staff, or property. Notice of the decision shall be served on the appellant in the manner set forth in paragraph (c) of this section. The failure of the appellant to receive a properly addressed decision shall not invalidate the hearing officer's decision. The hearing officer's decision is final.

(g) Any person directly aggrieved by a decision of the hearing officer may obtain review of the decision by filing a petition for review with the superior court in Los Angeles County."

**SECTION 3. California Environmental Quality Act.** The City Council finds that this Ordinance is not a project within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) because it involves organizational and administrative activities of government that will not result in a direct or indirect physical change in the environment. In the alternative, the Ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

## DRAFT FOR REVIEW

**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. Effective Date.** The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law, and this Ordinance shall become effective 30 days following its adoption.

**PASSED, APPROVED AND ADOPTED** on this \_\_\_\_\_ day of \_\_\_\_\_,  
2026.

**AYES:**  
**NOES:**  
**ABSENT:**  
**ABSTAIN:**

\_\_\_\_\_  
Sheila Rossi, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nikima Newsome, Chief City Clerk

\_\_\_\_\_  
Roxanne Diaz, City Attorney



# City Council Agenda Report

ITEM NO. 13

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Mark Siegfried, Accounting Manager/Controller  
William Castrillon, Budget and Purchasing Manager

**SUBJECT:** **CONSIDERATION TO APPROVE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ROBERT HALF INTERNATIONAL INC., FOR MUNICIPAL STAFFING SERVICES, IN AN AMOUNT NOT TO EXCEED \$50,500 FOR A NEW TOTAL NOT-TO-EXCEED AMOUNT OF \$313,500, AND TO EXTEND THE AGREEMENT THROUGH DECEMBER 31, 2026**

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## Recommendation

It is recommended that the City Council:

1. Approve an Amendment to the Professional Services Agreement with Robert Half International, Inc., to increase the compensation in the amount of \$50,500 annually and for a new total not-to-exceed amount of \$313,500, and extend the agreement through December 31, 2026; and
2. Authorize the City Manager, or designee, to execute the contract.

## Executive Summary

The City has been utilizing the municipal staffing services from Robert Half International Inc., (Robert Half) to temporarily assist the Finance Department's Accounts Payable tasks as part of the one-time enhancement to support the team in processing city payments to vendors without interruption. The current agreement with Robert Half expired on June 30, 2026. Staff recommends approval of the proposed amendment to the agreement, pursuant to a one-time budget enhancement, in the amount of \$50,500 to fund temporary staffing while the City transitions Accounts Payable responsibilities to a permanent staff member in the Finance Department. The proposed amendment would increase the total contract amount and extend the date of expiration to December 31, 2026.

## Background

On October 2, 2024, the Professional Services Agreement (PSA) with Robert Half was executed to provide municipal staffing services for the Finance Department.

On December 4, 2024, the City Council approved an amendment to the agreement, in the amount of \$81,000, for a new total contract amount of \$111,000 to increase the contract amount to include services for the Public Works Department.

On June 18, 2025, the City Council approved an amendment to the agreement, in the amount



of \$57,000, for a new total contract amount of \$168,000, and extended the agreement through December 31, 2025.

On August 20, 2025, the City Council approved an amendment to the agreement, in the amount of \$38,000, for a new total contract amount of \$206,000. The need for temporary municipal staffing services by Robert Half is critical in support of the backlog of work and high workload within the Finance Department.

On December 17, 2025, staff requested increased compensation of \$57,000, not to exceed \$263,000, to support the accounts payable efforts of the Finance Department and ensure the payment of invoices for the City.

### **Analysis**

The Finance Department is currently navigating one of its most demanding operational periods in recent years. Although the Department is now fully staffed, the combined pressures of maintaining daily financial operations while completing the final phase of the ERP system implementation have substantially increased overall workload. Temporary staffing continues to provide essential operational support during these periods of heightened activity and major system transitions.

The Accounting Technician position supports the City's accounts payable functions, including processing warrants and pre-payments. This role ensures compliance with statutory payment requirements and deadlines. Responsibilities include reviewing accounts payable batches in the ERP system to prevent discrepancies such as duplicate payments, as well as communicating with departments and vendors regarding payment status. The position also assists with preparing checks and ensuring timely ACH processing.

Although the ERP transition was completed in June 2026, staff remain engaged in data validation, system configuration, testing, training, and parallel processing. These activities must be completed concurrently with uninterrupted daily operations, including accounts payable, payroll, utility billing, and revenue reconciliation. Additionally, staff just initiated the kick-off of the Advanced Budgeting Module of the upgraded ERP and will be engaged in that implementation for the next few months. Temporary staffing allows permanent employees to focus on strategic and system-critical functions without risking delays in routine transactional work.

### **Finance Department Reorganization**

Following two years of leadership and staffing transitions, the Finance Department is entering a period of renewed stability. With this stability, Department management has had the opportunity to evaluate staff roles and workload distribution while refining processes, assessing skill sets, and assigning responsibilities as consultants transition out.

The Accounts Payable Technician is the final contracted staff supplement position in the Finance Department. With the goal of bringing all financial operations back in-house without increasing overall employee count, management has been able to redistribute workload and is currently executing a reorganization plan that will transition the contract Accounts Payable function to the existing Management Aid position. A training and transition plan is currently being developed and will be implemented over the next few months with the goal of full transition completed by the end of the calendar year. Additional changes to existing job specifications may be necessary to fully implement the reorganization plan, which will be

brought forward to City Council for approval as appropriate.

#### Conclusion

Approval of the proposed one-time amendment will allow the City to maintain uninterrupted financial operations through the end of the calendar year while staff implements the reorganization, training, and transition plan to fully integrate accounts payable into the Department's current position allocation.

#### **Fiscal Impact**

If approved, the proposed amendment will amend the Professional Services Agreement with Robert Half International, Inc., and include a breakdown of \$32,500 (101-3010-3011-8170-000) and \$18,000 (500-6010-3012-8170-00) for support from an Accounts Payable Technician consultant. The \$50,500 was included as part of the Fiscal Year 2026-2027 budget, and no new appropriations are needed.

#### Attachment:

[Attachment No. 1 - Amendment V](#)

[Attachment No. 2 - Amendment IV](#)

[Attachment No. 3 - Amendment III](#)

[Attachment No. 4 - Amendment II](#)

[Attachment No. 5 - Amendment I](#)

[Attachment No. 6 - 2024 Professional Services Agreement - Robert Half](#)

**FIFTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING  
SERVICES**

This Amendment ("Amendment") is made on this 22nd day of September, 2026, by and between the City of South Pasadena ("City") and ROBERT HALF INC. ("Consultant").

**RECITALS**

**WHEREAS**, on October 2, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform MUNICIPAL PROFESSIONAL STAFFING services for the City; and WHEREAS, the original Agreement was in the amount of \$30,000, for the Scope of Services; and

**WHEREAS**, on December 4, 2024, the CITY executed an amendment to increase the total contract in an amount not to exceed \$81,000, for a new aggregate total of Agreement and Amendment sum total of \$111,000; and

**WHEREAS**, on June 18, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed \$57,000, for a new aggregate total of Agreement and Amendment sum total of \$168,000 and extended the agreement through December 31, 2025; and

**WHEREAS**, on August 20, 2025, the CITY executed an amendment to increase the total contract in an amount not to exceed \$38,000, for a new aggregate total of the Agreement and Amendment sum total of \$206,000; and

**WHEREAS**, on December 17, 2025, the CITY desires to execute an amendment to increase the total contract in an amount not to exceed \$57,000, for a new aggregate total of the Agreement and Amendments of \$263,000, and extend the Agreement through June 30, 2026.

**WHEREAS**, on September 22, 2026, the CITY desires to execute an amendment to increase the total contract in an amount not to exceed \$103,138, for a new aggregate total of the Agreement and Amendments of \$366,138, and extend the Agreement through December 31, 2026.

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

1. Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:  
Maximum Amount: The highest total compensation and cost payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Three Hundred and Sixty-Six Thousand, One Hundred Thirty-Eight Dollars (\$366,138)
2. Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:  
Termination Date: December 31, 2026
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

"Consultant"  
Robert Half Inc.

By: \_\_\_\_\_  
Todd Hileman  
City Manager

By: \_\_\_\_\_  
Chris Garza  
Senior Regional Director

**Attest:**

By: \_\_\_\_\_  
Nikima S. Newsome, Chief City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Roxanne Diaz, City Attorney

**AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING  
SERVICES**

THIS AMENDMENT ("Amendment") is made on this 17<sup>th</sup> day of December 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ROBERT HALF INTERNATIONAL INC. ("CONSULTANT").

**RECITALS**

**WHEREAS**, on October 2, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform MUNICIPAL PROFESSIONAL STAFFING services for the City; and

**WHEREAS**, the original Agreement was in the amount of \$30,000, for the Scope of Services; and

**WHEREAS**, on December 4, 2024, the CITY executed an Amendment to increase the total contract in an amount not to exceed \$81,000, for a new aggregate total of Agreement and Amendment sum total of \$111,000; and

**WHEREAS**, on June 18, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed \$57,000, for a new aggregate total of Agreement and Amendment sum total of \$168,000 and extended the agreement through December 31, 2025; and

**WHEREAS**, on August 20, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed \$38,000, for a new aggregate total of Agreement and Amendment sum total of \$206,000; and

**WHEREAS**, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed \$57,000, for a new aggregate total of Agreement and Amendment sum total of \$263,000, and extend the agreement through June 30, 2026.

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:

“Maximum Amount”: The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Two-Hundred Sixty Three Thousand Dollars (\$263,000).

2. That Section 3.6 “Termination Date” of the Agreement is hereby amended to read as follows:

“Termination Date”: June 30, 2026

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

Signed by:  
By: Todd Hileman  
5CF386AC460044B...  
Signature

Printed: Todd Hileman

Title: City Manager

Date: 1/13/2026

“Consultant”  
Robert Half International Inc.

DocuSigned by:  
By: Chris Garza  
1B463DB073F0412...  
Signature

Printed: Chriz Garza

Title: Senior Vice President

Date: 1/5/2026

**Attest:**

DocuSigned by:  
By: Mark Perez  
8C28AB8EFB14A7...  
Mark Perez, Acting Chief City Clerk

Date: 1/14/2026

**Approved as to form:**

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

Date: 1/13/2026

**AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING  
SERVICES**

THIS AMENDMENT ("Amendment") is made on this 20<sup>th</sup> day of June 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ROBERT HALF INTERNATIONAL INC. ("CONSULTANT").

**RECITALS**

**WHEREAS**, on October 2, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform MUNICIPAL PROFESSIONAL STAFFING services for the City; and

**WHEREAS**, the original Agreement was in the amount of \$30,000, for the Scope of Services; and

**WHEREAS**, on December 4, 2024, the CITY executed an Amendment to increase the total contract in an amount not to exceed \$81,000, for a new aggregate total of Agreement and Amendment sum total of \$111,000; and

**WHEREAS**, on June 18, 2025, the CITY executed an Amendment to increase the total contract in an amount not to exceed \$57,000, for a new aggregate total of Agreement and Amendment sum total of \$168,000 and extended the agreement through December 31, 2025; and

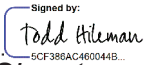
**WHEREAS**, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed \$38,000, for a new aggregate total of Agreement and Amendment sum total of \$206,000.

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:  
"Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is Two-Hundred Six Thousand Dollars (\$206,000).

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

“City”  
City of South Pasadena

By: Signed by:  
  
5CF386AC460044B...  
Signature

Printed: Todd Hileman

Title: City Manager

Date: 8/21/2025

“Consultant”  
Robert Half International Inc.

By: DocuSigned by:  
  
1B463D6973FD412...  
Signature

Printed: Chriz Garza

Title: Senior Vice President

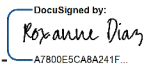
Date: 8/21/2025

**Attest:**

By: DocuSigned by:  
  
8C28A8A8EFD14A7...  
Mark Perez, Acting Chief City Clerk

Date: 8/25/2025

**Approved as to form:**

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

Date: 8/21/2025



**AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT FOR TEMPORARY STAFFING  
SERVICES**

THIS AMENDMENT ("Amendment") is made on this 18<sup>th</sup> day of June 2025, by and between the CITY OF SOUTH PASADENA ("CITY") and ROBERT HALF INTERNATIONAL INC. ("CONSULTANT").

**RECITALS**

**WHEREAS**, on October 2, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform MUNICIPAL PROFESSIONAL STAFFING services for the City; and

**WHEREAS**, the original Agreement was in the amount of \$30,000, for the Scope of Services; and

**WHEREAS**, on December 4, 2024, the CITY executed an Amendment to increase the total contract in an amount not to exceed \$81,000, for a new aggregate total of Agreement and Amendment sum total of \$111,000; and

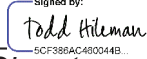
**WHEREAS**, the CITY desires to execute an Amendment to increase the total contract in an amount not to exceed \$57,000, for a new aggregate total of Agreement and Amendment sum total of \$168,000, and extend the agreement term through December 31, 2025; and

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:  
"Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is One Hundred and Sixty-Eight Dollars (\$168,000).
2. That Section 3.6 "Termination Date" of the Agreement is hereby amended to read as follows:  
"Termination Date": December 31, 2025

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

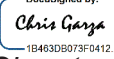
By:   
Signature

Printed: Todd Hileman

Title: City Manager

Date: 6/23/2025

“Consultant”  
Robert Half International Inc.

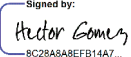
By:   
Signature

Printed: Chriz Garza

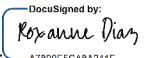
Title: Senior Vice President

Date: 6/23/2025

**Attest:**

By:   
Hector Gomez, Chief City Clerk  
Date: 6/24/2025

**Approved as to form:**

By:   
Roxanne M. Diaz, City Attorney  
Date: 6/23/2025

**AMENDMENT TO THE  
PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL PROFESSIONAL  
STAFFING SERVICES**

THIS AMENDMENT ("Amendment") is made on this 4<sup>th</sup> day of December 2024, by and between the CITY OF SOUTH PASADENA ("CITY") and ROBERT HALF INTERNATIONAL INC. ("CONSULTANT").

**RECITALS**

**WHEREAS**, on October 2, 2024, the CITY and CONSULTANT entered into an Agreement for PROFESSIONAL SERVICES ("Agreement") for CONSULTANT to perform MUNICIPAL PROFESSIONAL STAFFING services for the City; and

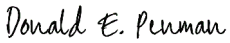
**WHEREAS**, the original Agreement was in the amount of \$30,000 for the Scope of Services; and

**WHEREAS**, the CITY desires to execute an Amendment to increase the contract in the amount not to exceed \$81,000, bringing the aggregate total of the Agreement and Amendment to a sumtotal of \$111,000.

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

1. That Section 3.4 "Maximum Amount" of the Agreement is hereby amended to read as follows:  
"Maximum Amount": The highest total compensation and cost payable to CONSULTANT by CITY under this agreement. The Maximum Amount under this Agreement is One Hundred Eleven Thousand Dollars (\$111,000).
2. All other terms, conditions, and provisions of the Agreement to the extent not modified by this Amendment, shall remain in full force and effect.

“City”  
City of South Pasadena

By: Signed by:  
  
C9C235A36ABD40C...

*Signature*

Printed: Donald Penman

Title: Interim City Manager

Date: 12/10/2024

“Consultant”  
Robert Half International Inc.

By: DocuSigned by:  
  
1B463DB073F0412...

*Signature*

Printed: Chris Garza

Title: Senior Vice President

Date: 12/9/2024

**Attest:**

By: DocuSigned by:  
  
8C28A8A8E9B14A7...  
Mark Perez , Deputy City Clerk

Date: 12/10/2024

**Approved as to form:**

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

Date: 12/9/2024

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(City of South Pasadena /Robert Half Inc.)**

**1. IDENTIFICATION**

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

**2. RECITALS**

- 2.1. City has determined that it requires the following professional services from a consultant: Municipal Professional Staffing.
- 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”: Temporary Staffing Services, as indicated in Exhibit A.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is Tina Lopez, Human Resources & Risk Manager. The Agreement Administrator shall be the principal point of contact at the City for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. City reserves the right to change this designation upon written notice to Consultant
- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit A and incorporated herein by this reference. This

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

- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by City under this Agreement. The Maximum Amount under this Agreement is Thirty-Thousand Dollars (\$30,000). Notwithstanding anything to the contrary in this Agreement, Consultant may at any time, in its sole discretion, discontinue performance of the services once the Maximum Amount has been attained (even if Consultant continued to provide services after the Maximum Amount was reached).
- 3.5. “Commencement Date”: Upon execution of this agreement.
- 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 and City may extend the time to perform the services required hereunder via amendment executed in advance by City in writing and incorporated in written amendments to this Agreement executed by Consultant and City.

#### 5. CONSULTANT’S DUTIES

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

Professional Services Agreement – Consultant Services

Page 2 of 21

shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).

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

Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of City, for a period of three (3) years after final payment under this Agreement. This audit provision shall not apply to confidential information, including but not limited to, Consultant's Assigned Individual's personnel files or the remuneration paid by Consultant to its Assigned Individuals and subcontractors.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to City for all services to be performed under this Agreement.
- 6.3. **Reserved.**
- 6.4. **Compensation for Subcontractors.** Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. City shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

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



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

## 8. PREVAILING WAGES

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

## 9. OWNERSHIP OF WRITTEN PRODUCTS

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

## 10. RELATIONSHIP OF PARTIES

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

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

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

## 11. INDEMNIFICATION

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

Consultant shall not be entitled to any refund of attorneys' fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.

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

## 12. INSURANCE

- 12.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 12.2. **Documentation of Insurance.** City will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. Consultant shall file with City:
  - Certificate of Insurance, indicating companies acceptable to City, with a Best's Rating of no less than A-:VII showing. The Certificate of Insurance must include the following reference: Temporary Staffing Services
  - Documentation of Best's rating acceptable to the City.
  - Original endorsements effecting coverage for all policies required by this Agreement.
- 12.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
  - Professional Liability Insurance: \$2,000,000 per occurrence,

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\$2,000,000 aggregate

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

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

- 12.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 12.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 12.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 12.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of

the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

Pasadena, Attn: Tina Lopez, Human Resources & Risk Manager, South Pasadena, CA 91030.

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

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

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

### 13. MUTUAL COOPERATION

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

### 14. NOTICES

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

If to City

Tina Lopez  
City of South Pasadena  
1414 Mission Street  
South Pasadena, CA 91030  
Telephone: (626) 403-7230

If to Consultant

Robert Half Inc.  
Attn Chris Garza  
790 E. Colorado Blvd  
Suite 800 Pasadena, CA 91101  
Telephone: (626) 463-2030  
Facsimile: (626) 683-1217

With courtesy copy to:

Roxanne Diaz  
South Pasadena City Attorney  
Richards Watson and Gershon  
350 South Grand Avenue  
37<sup>th</sup> Floor Los Angeles CA 90071  
Telephone: (213) 626-8484

With a copy to:

Robert Half Inc.  
Attn Client Contracts Dept.  
3001 Bishop Drive, Suite 140  
San Ramon, CA 94583

## 15. SURVIVING COVENANTS

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

## 16. TERMINATION

- 16.1. **City Termination.** City may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All City data, documents, objects, materials or other tangible things shall be returned to City upon the termination or expiration of this Agreement.
- 16.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement upon 30 days' notice.

- 16.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid for all hours worked and verified and any applicable conversion fees. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The City shall have the benefit of such work as may have been completed up to the time of such termination.
- 16.4. **Remedies.** City retains any and all available legal and equitable remedies for Consultant's breach of this Agreement.

## 17. INTERPRETATION OF AGREEMENT

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



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

## 18. GENERAL PROVISIONS

- 18.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by City. City shall grant such consent if disclosure is legally required. All City data shall be returned to City upon the termination or expiration of this Agreement. Confidential information shall not include (1) information that is in the public domain; (2) information that was known to the receiving party before receipt of the information from the disclosing party; or, (3) information received from a third party having the right to lawfully possess and disclose such information without breaching any promise of confidentiality. In addition, no receiving party shall be in violation of this Agreement if required to disclose such information by a court of competent jurisdiction or governmental agency with power to force disclosure. However, upon receipt of a subpoena or other order to produce Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such disclosure requirement.
- 18.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the City's Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 18.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent, and any attempt to do so shall be void and of no effect. City shall not be obligated or liable under this Agreement to any party other than Consultant.
- 18.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 18.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.

- 18.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 18.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 18.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by City or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 18.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 18.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 18.11. **Attorneys' Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs expended in the action.
- 18.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

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

“City”

City of South Pasadena

Signed by:

By: \_\_\_\_\_

Donald E. Penman

C9C235A36ABD40C...

Signature

Printed: Donald E. Penman

Title: Interim City Manager

Date: 10/2/2024

“Consultant”

Robert Half Inc.<sup>EOE</sup>

DocuSigned by:

By: \_\_\_\_\_

Chris Garza

0F4937B073F0412...

Signature

Printed: Chriz Garza

Title: Senior Vice President

Date: 10/1/2024

**Attest:**

DocuSigned by:

By: \_\_\_\_\_

Mark Perez

8C28A8A8EFB14A7...

Mark Perez

Deputy City Clerk

Date: 10/2/2024

**Approved as to form:**

DocuSigned by:

By: \_\_\_\_\_

Roxanne M. Diaz

A7800E5CA8A241F...

Roxanne Diaz, City Attorney

Date: 10/2/2024

## **EXHIBIT A: SCOPE OF SERVICES**

Consultant shall provide City with temporary staffing services.

Consultant's employees that are temporary assigned to City to provide services shall be referred to herein as Assigned Individuals"

In order to request Consultant provide City services, City will provide Consultant with notice (e.g., via telephone, e-mail, facsimile, or mail) describing the services needed in reasonable detail. Consultant will promptly reply to such request, cooperate with City regarding identifying a suitable Assigned Individual and indicate whether Consultant will or will not provide the requested Services. The parties will execute an engagement letter substantially in the form of Exhibit C starting at minimum the Assigned Individual's name, role, bill rate, overtime rate, and start date ("engagement letter", See form at Exhibit C).

The maximum length of any assignment with the City will be three year fiscal years unless the Assigned Individual is a CalPERS annuitant in which case the maximum length will be 960 hours per fiscal year.

Nothing in this Agreement shall obligate any Robert Half Inc. branch office, other than the administrative & customer support, finance and accounting contract talent, and finance & accounting full-time engagement professional practice groups of the branch office located in Pasadena, California to perform services for City under the terms and conditions contained herein. Notwithstanding the foregoing, Robert Half Inc. shall be responsible for any liability or claim arising out of the performance of the services under the terms of this Agreement.

Consultant shall be the employer of all Assigned Individuals, and shall perform or be responsible for the following:

- a) Recruiting, screening, interviewing and hiring employees in accordance with all applicable state and federal laws;
- b) Establishing, calculating, paying wages and overtime, and providing any benefits to employees that Robert half offers to them;
- c) Paying or withholding all required payroll taxes and insurance premiums for programs that an employer is required by law to provide to its employees;
- d) Providing workers' compensation benefits or coverage for its employees in amounts at least equal to what is required by law;
- e) Fulfilling the employer's obligations for unemployment compensation;
- f) Making legally required employment law disclosures (wage-hour posters, etc.) to its employees;
- g) Exercising human resources (i.e., non-operational) supervision of its employees (i.e., orienting, reassigning, counseling, disciplining, and discharging employees in accordance with the law);

- h) Maintaining personnel and payroll records; and
- i) Requiring its employees to acknowledge that they will have no right to participate in any employee benefit plans of Client.

If City requires Consultant to perform background checks or other placement screenings of Assigned Individuals, City agrees to notify Consultant prior to the start of services under this Agreement. Consultant will conduct such checks or screenings only if they are described in a signed, written amendment to this Agreement. If City requests a copy of the results of any checks conducted on Consultant's Assigned Individuals, City agrees to keep such results strictly confidential and to use such results in accordance with applicable laws and solely for employment purposes.

It is understood that City has full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to City's business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, Assigned Individuals working on City's premises.

City shall supervise Assigned Individuals providing services to City. City shall not permit or require Assigned Individuals:

- (i) to perform services outside of the scope of Assigned Individual's assignment;
- (ii) to sign contracts or statements (including SEC documents);
- (iii) to make any management decisions;
- (iv) to make any final decisions regarding system design, software development or the acquisition of hardware or software;
- (v) to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables;
- (vi) to use computers, or other electronic devices, software or network equipment owned or licensed by Assigned Individual;
- (vii) to operate machinery (other than office machines) or automotive equipment.

City may request that Consultant permit its Assigned Individuals to provide services to City remotely (i.e., from a location other than City's offices) using City's or Consultant's laptop and/or other computer or telecommunications equipment (the "Equipment"). City acknowledges and agrees that Consultant shall have no control over, and City shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by the Assigned Individual, and (ii) the security, integrity, and backing up of the data and other information stored therein or transmitted thereby. Moreover, City must not permit Assigned Individual to save or store any of City's files or other data on the Computer Systems provided by Consultant (including, but not limited to, any virtual desktop infrastructure solution). City agrees that Consultant shall not be liable for any loss, damage,

expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.

Since Consultant is not a professional accounting firm, City agrees that City will not permit or require Assigned Individual (a) to render an opinion on behalf of Consultant or on City's behalf regarding financial statements; (b) to sign the name of Consultant on any document; or (c) to sign their own names on financial statements or tax returns.

Assigned Individuals shall obey and follow all personnel rules and regulations required of employees of the City.

## EXHIBIT B – COMPENSATION

Hourly rates for all assignments shall be stated in the engagement letter for such Assigned Individual for such assignment. No compensation is contemplated to Contractor outside of the rates stated for the hours worked for Assigned Individuals or as otherwise stated in this Exhibit B.

Notwithstanding section 7.6 of the Agreement, Consultant guarantees City's satisfaction with Consultant's Assigned Individual's services by extending to City an eight (8) hour guarantee period. If, for any reason, City is dissatisfied with the Assigned Individual assigned to City, Consultant will not charge for the first eight (8) hours worked, provided Consultant is allowed to replace the Assigned Individual. Unless City contacts Consultant before the end of the guarantee period, City agrees that Consultant's Assigned Individual is satisfactory for purposes of this guarantee. At any time during the engagement, the City may request that an Assigned Individual be released from engagement by the City and request that a different individual be assigned, pursuant to a renewed engagement request and new engagement letter.

The Assigned Individual will present a time sheet or an electronic time record to City for verification and approval at the end of each week. Assigned Individual shall transmit such time sheet or electronic time record to Consultant. Consultant will bill City monthly for the total hours worked. Consultant's invoices are due within 30 days of receipt, including applicable sales and service taxes all of which are payable by City.

If applicable, overtime will be billed at 1.50 times the normal billing rate. Federal law defines overtime as hours in excess of 40 hours per week, state laws vary. If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.

Consultant may charge City a fee for the provision of equipment or technology, if City requests that Assigned Individual use equipment or technology provided by Consultant, and such fee is identified in the engagement letter.

Consultant may also increase Consultant's rates to reflect increases in Consultant's cost of doing business, including costs associated with higher wages for workers and/or related taxes, benefits or other costs; such increase shall be indicated in an engagement letter reflecting such increase. Any increase in rates will be prospective, starting as of the effective date Consultant specifies in the engagement letter.

In the event City wishes to convert any of Consultant's Assigned Individuals from the administrative & customer support contract talent or finance & accounting contract talent practice groups, City agrees to pay a conversion fee in accordance with this Section. The conversion fee will equal a percentage of the Assigned Individual's aggregate annual compensation, including bonuses, based on the number of hours billed and paid. City agrees to pay a conversion fee if Consultant's Assigned Individual is hired by an affiliate or other related

business entity as a result of City's subsequent referral of the Assigned Individual or one of City's customers as a result of Assigned Individual providing services to that customer. The conversion fee is payable if City hires the Assigned Individual, regardless of the job classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. The same calculation will be used if City converts Consultant's Assigned Individual on a part-time basis using the full-time equivalent salary; however, the conversion fee will not be less than \$1,000.

| Hours Billed and Paid  | Conversion Fee |
|------------------------|----------------|
| 0 to 160 hours         | 30%            |
| 161 hours to 320 hours | 20%            |
| 321 hours to 640 hours | 15%            |
| 641 hours or more      | 10%            |

Consultant's employees from the finance & accounting full-time contract talent practice group ("Full-Time Contract Talent") are full-time, salaried employees of Consultant, and clients are discouraged from directly hiring Consultant Full-Time Contract Talents. City agrees to seek Consultant's permission before City hires Consultant's Full-Time Contract Talent. City also agrees to pay a conversion fee if City hires Consultant's Full-Time Contract Talent, regardless of the employment classification, on either a full-time, temporary (including temporary engagements through another agency) or consulting basis within twelve months after the last day of the engagement. City also agrees to pay a conversion fee if Consultant's Full-Time Contract Talent assigned to City is hired by (i) a subsidiary or other related company or business as a result of City's referral of Consultant's Full-Time Contract Talent to that company or (ii) one of City's customers as a result of Consultant's Full-Time Contract Talent providing services to that customer. The conversion fee will equal 50% of the Full-Time Contract Talent's aggregate annual compensation, including bonuses. The conversion fee will be owed and invoiced upon City's hiring of Consultant's Full-Time Contract Talent, and payment is due upon receipt of this invoice. The same calculation will be used if City converts Consultant's Full-Time Contract Talent on a part-time basis using the full-time equivalent salary.



October 3, 2024

**Personal & Confidential**

WILLIAM CASTRILLON  
CITY OF SOUTH PASADENA  
1414 MISSION STREET  
SOUTH PASADENA, CA 91030

Job Order Number: 00490-0013080237

Dear William,

Thank you for selecting Robert Half to meet your talent solutions needs. Clarissa Koo is scheduled to start with City of South Pasadena as an Accounts Payable Specialist on 10-03-2024. As agreed, we will invoice your firm at the rate of \$58.89 per hour. Overtime will be billed at 1.50 times such rate. Please find the enclosed General Conditions of Assignment and Terms of Payment for your review.

Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby will indicate you have read and agree to the enclosed General Conditions of Assignment and Terms of Payment.

Please do not hesitate to contact us if you have any questions or we can be of additional service. We look forward to working with you.

Sincerely,

Robert Half  
790 E. Colorado Blvd  
Ste 800  
Pasadena, CA 91101-2197  
(800) 803-8367

## GENERAL CONDITIONS OF ASSIGNMENT

Thank you for your confidence in *Robert Half*. The following General Conditions of Assignment and the enclosed Terms of Payment apply to this assignment.

|                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Scope of Assignment</b>     | <p>Our professional is only authorized to perform work within the scope of the assignment. It is your responsibility to provide appropriate direction, guidance or oversight to our professional for satisfactory performance on your assignment. You will not permit our professional to use computers or other electronic devices, software, services, tools, e-mail accounts or network equipment owned or licensed by our professional.</p> <p>Since <i>Robert Half</i> is not a professional accounting firm, it is expressly understood that our professionals are not authorized to render an opinion on behalf of <i>Robert Half</i> or on your behalf on financial statements, nor are our professionals authorized to sign the name of <i>Robert Half</i> on any document or to sign their own names on financial statements or tax returns.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Client's Responsibility</b> | <p><b>It is understood that you are responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls (including information technology, proprietary information, creative designs and trade secret safeguards) for your company and we shall not be responsible for any losses, liabilities or claims arising from the lack of such controls or procedures. Please notify us immediately if you require <i>Robert Half</i> to perform background checks or other placement screenings of our professional. We will conduct such checks or screenings for you only if they are described in a signed, written amendment to these General Conditions of Assignment.</b></p> <p><b>Cash Handling and Other Financial Transactions and Activities:</b> If you permit or allow our professional to sign, endorse, wire, transport or otherwise convey cash, securities, checks, or any negotiable instruments or valuables, or conduct financial transactions or other related activities, you accept sole responsibility for all claims, demands and liability that may arise from permitting these activities. You represent and warrant that to the extent you permit or allow our professional to engage in the activities described in this paragraph, you will not permit or allow our professional to handle more than (i) \$1,000 per day if you are a non-profit entity, or (ii) \$25,000 per day if you are a for-profit entity.</p> <p><b>Workplace Safety:</b> It is understood that you have full responsibility for: (i) providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to your business, and (ii) ensuring that safety plans exist for, and safety related training is provided to, our professional working on your premises. To ensure the safety of potentially vulnerable individuals on your premises, you agree not to permit our professional to have unsupervised or unmonitored contact with (1) minors and (2) adults who are under your care, custody or supervision because of mental health impairments.</p> <p><b>Government Contracts:</b> If this assignment is for work to be performed under a government contract or subcontract, you will notify us immediately (1) of any obligations in the government contract or subcontract relating to wages, and (2) if we are legally required to initiate E-Verify verification procedures for our professional.</p> <p><b>Operation of Vehicles and Equipment:</b> It is understood that we will not authorize our professional to operate machinery (other than office machines) or vehicles. If you wish to permit our professional to drive for business purposes, you accept sole responsibility for all liability, damages, injuries or other claims that may arise or be incurred as a result of driving. If you require our professional to drive a vehicle owned by you or an employee of your company, you agree to maintain such vehicle in good working condition and maintain all necessary and appropriate insurance for the operation of such vehicle. Under no circumstances will you permit our professional to: make bank deposits; carry cash in excess of \$100, negotiable instruments or other valuables while driving; or have passengers in the vehicle. It is agreed that you accept full responsibility for, and that we do not maintain insurance to cover any injury, damage, or loss that may result from your failure to comply with the foregoing.</p> <p><b>Claims:</b> It is understood that you are responsible for reporting any claim to us in writing during or within ninety (90) days after the assignment. Under no circumstance will <i>Robert Half</i> be responsible for any claim related to the assignment, including but not limited to work performed by our professional, unless you have reported such claim in writing to us within ninety (90) days after termination of the assignment.</p> |
| <b>Remote Work</b>             | <p>You may request that our professional provide services to you remotely (i.e., from a location other than your or your customer's premises) using a laptop and/or other computer or telecommunications equipment provided by you or <i>Robert Half</i> (collectively, the "Equipment"). In such case, you acknowledge and agree that <i>Robert Half</i> shall have no control over, and you shall be solely responsible for, (i) the logical and physical performance, reliability and security of the Equipment or related devices, network accessibility and availability, software, services, tools and e-mail accounts (collectively, "Computer Systems") used by our professional, and (ii) the security, integrity and backing up, of the data and other information stored therein or transmitted thereby. Moreover, you must not permit our professional to save or store any of your files or other data on the Computer Systems provided by us (including, but not limited to, any virtual desktop infrastructure solution). You agree that we shall not be liable for any loss, damage, expense, harm, business interruption or inconvenience resulting from the use of such Computer Systems.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

## TERMS OF PAYMENT

Thank you for your confidence in *Robert Half*. Our professional for this assignment of Accounts Payable Specialist is Clarissa Koo. The assignment will start on 10-03-2024. As agreed or otherwise communicated, we will invoice your firm at the rate of \$58.89 per hour. Should you wish to use our professional for other assignments, please let us know. The hourly billing rate may then change to reflect the experience necessary for the assignment. Call *Robert Half* for any changes in the assignment. We request a minimum thirty (30) days' notice prior to ending any assignment.

The following Terms of Payment apply to this assignment:

|                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Guarantee</b>                         | <i>Robert Half</i> guarantees your satisfaction with our professional's services by extending to you a one-day (8 hours) guarantee period. If, for any reason, you are dissatisfied with our professional, <i>Robert Half</i> will not charge for the first eight hours of work by the professional, provided that <i>Robert Half</i> is allowed to replace the professional. Unless you contact us before the end of the first eight hours guarantee period, you agree that our professional is satisfactory.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Time Report</b>                       | Our professional will submit a time report for verification and approval at the end of each week. Your approval thereby indicates your acknowledgement of the General Conditions of Assignment and these Terms of Payment. Our compensation to our professional is on a weekly basis, and you will be billed weekly for the total hours of work by the professional, including time spent completing, revising, and/or resubmitting a time report during business hours, and we ask that you respect those guidelines. Because <i>Robert Half</i> invoices reflect payroll we have already paid, our invoices are due upon receipt. Applicable sales and service taxes shall be added to these invoices. In the event that you fail to pay the invoice when due, you agree to pay all of our costs of collection, including reasonable attorneys' fees, whether or not legal action is initiated. Additionally, we may, at our option, charge interest on any overdue amounts at a rate of the lesser of 1 1/2% per month or the highest rate allowed by applicable law from the date the amount first became due.                                                                                                                                                                                          |
| <b>Overtime</b>                          | Overtime will be billed at 1.50 times the normal billing rate. Overtime applies when hours of work by the professional exceed 40 hours per week (and in California exceed more than 8 hours in a day and as other state laws may require). If state law requires double time pay, the double time hours will be billed at 2.00 times the normal billing rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Hiring the Person Referred to You</b> | <p>After you evaluate the performance and potential of our professional, you may wish to employ this person directly. Our professionals represent our pool of skilled professionals and in the event you wish them converted to your employ or another employer to whom you refer them, you agree to pay a conversion fee. The conversion fee is payable if you hire our professional, regardless of the employment classification, on either a full-time, temporary (including temporary assignments through another agency) or consulting basis within twelve months after the last day of the assignment. You also agree to pay a conversion fee if our professional is hired by (i) a subsidiary or other related company or business as a result of your referral of our professional to that company or (ii) one of your customers as a result of our professional providing services to that customer.</p> <p>The conversion fee will equal 35% of the professional's aggregate annual compensation, including bonuses.</p> <p>The conversion fee will be owed and invoiced upon your hiring of our professional, and payment is due upon receipt of this invoice. The same calculation will be used if you convert our professional on a part-time basis using the full-time equivalent salary.</p> |
| <b>Employment Taxes and Withholdings</b> | <i>Robert Half</i> will handle, to the extent applicable, any workers' compensation insurance, federal, state and local withholding taxes and unemployment taxes, as well as social security, state disability insurance or other payroll charges.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>General Conditions</b>                | <p><i>Robert Half</i> may charge you a technology fee for the provision of equipment or technology, if you request that our professional use equipment or technology provided by us. <i>Robert Half</i> may also increase our rates provided under the Terms of Payment to reflect increases in our own costs of doing business, including costs associated with higher wages for workers and/or related tax, benefit and other costs. We will provide written or verbal notice of the technology fees and/or increase in our rates. Any increase in our rates will be prospective, starting as of the effective date <i>Robert Half</i> specifies.</p> <p>A copy of the General Conditions of Assignment has been provided to you. We reserve the right to replace our professional.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

Job Order: 00490-0013080237

Date: 10-03-2024



# City Council Agenda Report

ITEM NO. 14

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Julian Lee, Director of Public Works

**SUBJECT:** **CONSIDERATION OF APPROVAL OF A MEMORANDUM OF AGREEMENT WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR CONTINUED PARTICIPATION IN THE FRESH SGV REGIONAL FOOD RECOVERY PROGRAM.**

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## Recommendation

It is recommended that the City Council:

- a. Approve the Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG) for the City's continued participation in the FRESH SGV Regional Food Recovery Program for the period November 1, 2026 through June 30, 2028; and
- b. Authorize the City Manager to execute the MOA, subject to approval as to form by the City Attorney, and to approve minor, non-substantive revisions necessary to complete the agreement; and
- c. Authorize expenditures totaling an estimated \$22,500 over the term of the MOA from the Environmental Services Special Department, Fund Account Number 101-6010-6015-8020-000 for Fiscal Year 2026-27 and Fiscal Year 2027-28 is subject to the annual budget process and the cost-reconciliation provisions of the MOA.

## Executive Summary

Senate Bill 1383 (SB 1383) requires local jurisdictions to establish edible food recovery programs and conduct compliance monitoring and enforcement for covered edible food generators and food recovery organizations. The City currently participates in the FRESH SGV Regional Food Recovery Program administered by the San Gabriel Valley Council of Governments (SGVCOG). CalRecycle SB 1383 Local Assistance Grant funding supporting the program expires on November 2, 2026. The proposed Memorandum of Agreement (MOA) would allow the City to continue receiving regional program management, inspection, reporting, and food recovery implementation services through June 30, 2028.

Under the proposed MOA, SGVCOG and its consultants would manage the program and conduct the required inspections. The City would remain responsible for issuing enforcement notices or penalties when warranted, responding to information requests, participating in program coordination, and ensuring overall compliance with SB 1383. The City's estimated share of program costs is \$22,500, consisting of \$7,350 for Fiscal Year 2026–27 and \$15,150 for Fiscal Year 2027–28.

## **Background**

Senate Bill 1383 (SB 1383) established statewide targets to reduce the disposal of organic waste and increase the recovery of edible food for human consumption. The regulations require local jurisdictions to establish edible food recovery programs, identify and monitor covered edible food generators and food recovery organizations, conduct inspections, maintain implementation records, report to CalRecycle, and take enforcement action when necessary.

On September 28, 2021, the City's Natural Resources and Environmental Commission (NREC) reviewed the edible food recovery requirements of SB 1383 and recommended that the City join the San Gabriel Valley Regional Food Recovery Program. The Commission noted the City's limited staff resources and found that participation in the regional program offered a cost-effective approach to meeting the new regulatory requirements.

On November 3, 2021, the City Council approved the City's participation in the regional program and authorized a Memorandum of Agreement (MOA) with the San Gabriel Valley Council of Governments (SGVCOG). Since 2022, the City has participated in the FRESH SGV Regional Food Recovery Program to support implementation of the edible food recovery requirements established under SB 1383. The program assists the City with monitoring regulated edible food generators, conducting inspections and compliance reviews, providing education and technical assistance, supporting enforcement efforts, maintaining required records, and providing information for the City's annual reporting to CalRecycle.

From 2022 through 2026 to date, the program has completed 82 inspections and compliance reviews in South Pasadena. Program inspectors also provide businesses with SB 1383 educational materials, training on the Careit food donation software, and additional assistance when compliance issues are identified. Since the City began participating, approximately 990,630 pounds of edible food have been tracked as recovered, representing an estimated 825,525 meals.

The program has also provided direct resources to support food recovery and organic waste diversion in South Pasadena. This includes approximately \$84,845 in equipment and supplies for Holy Family Giving Bank, including a new food recovery truck and pallet truck/forklift, as well as 4,100 countertop compost pails for South Pasadena residents. The program also completed the City's initial food recovery capacity study and associated reporting to Los Angeles County.

CalRecycle SB 1383 Local Assistance Grant funding currently supporting the program expires on November 2, 2026. The proposed MOA would continue the City's participation from November 1, 2026, through June 30, 2028, with the City assuming its share of the program costs.

Overall, continued participation in FRESH SGV provides the City with regional resources and technical support to meet its ongoing SB 1383 food recovery, inspection, education, compliance, recordkeeping, and reporting responsibilities while helping redirect edible food from the waste stream to the community.

## **Analysis**

The proposed MOA would continue the City's participation in the FRESH SGV Regional Food Recovery Program following the expiration of the CalRecycle SB 1383 Local Assistance Grant

funding. The MOA has a term of November 1, 2026 through June 30, 2028 and provides for continued regional program management, inspections, compliance documentation, reporting support, and edible food recovery program implementation.

The proposed program budget is based on services for 11 sites within the City, consisting of 10 Tier 1 and Tier 2 edible food generators and one food recovery organization. SGVCOG and its consultants would conduct the required inspections, while the City would retain responsibility for enforcement and overall compliance with SB 1383. The parties' primary responsibilities are summarized below.

### Program Responsibilities

| Program Activity       | SGVCOG Responsibility                                                                           | City Responsibility                                                                         |
|------------------------|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| Program administration | Manage the regional program, consultants, contracts, invoicing, and coordination                | Designate a program manager and participate in meetings                                     |
| Compliance inspections | Conduct inspections of Tier 1 and Tier 2 edible food generators and food recovery organizations | Provide requested information and coordinate with SGVCOG                                    |
| Follow-up inspections  | Conduct follow-up inspections of businesses identified as noncompliant                          | Review inspection findings and determine the appropriate enforcement action                 |
| Enforcement            | Provide inspection documentation and supporting materials                                       | Issue letters of noncompliance, notices of violation, or financial penalties when warranted |
| CalRecycle reporting   | Provide annual inspection reports and supporting documentation                                  | Maintain required records and submit the City's regulatory reports                          |
| SB 1383 compliance     | Provide guidance and regional implementation support                                            | Retain overall responsibility for ensuring the City's compliance with SB 1383               |

### Inspection and Enforcement Schedule

| Activity                                         | Anticipated Period            | Responsible Party |
|--------------------------------------------------|-------------------------------|-------------------|
| Follow-up noncompliance inspections              | November 2026 – January 2027  | SGVCOG            |
| Financial penalties, if warranted                | December 2026 – February 2027 | South Pasadena    |
| Compliance inspections                           | September – November 2027     | SGVCOG            |
| Notices of violation or letters of noncompliance | October – December 2027       | South Pasadena    |
| Follow-up noncompliance inspections              | January – March 2028          | SGVCOG            |
| Financial penalties, if warranted                | February – April 2028         | South Pasadena    |

Continued participation would allow the City to use SGVCOG's regional administrative and



inspection resources while maintaining the City's regulatory and enforcement responsibilities. This approach provides continuity following the expiration of grant funding and reduces the need for the City to independently procure and manage specialized inspection services.

The MOA also provides for annual reconciliation of estimated inspection costs against actual services performed. Any unspent inspection funds would be credited toward the City's next invoice or reimbursed at the end of the agreement. SGVCOG must notify the City before completing work beyond the budgeted amount. If inspection costs are anticipated to exceed the budgeted amount by more than 10 percent, the City may elect to discontinue the inspection task without penalty. Either party may terminate the MOA, with or without cause, upon 30 days' written notice.

### **Fiscal Impact**

The City's estimated cost for continued participation in the FRESH SGV Regional Food Recovery Program is \$22,500 over the term of the MOA. The estimated costs and invoicing schedule are summarized below.

### **Estimated Program Costs**

| <b>Fiscal Year and Service Period</b>        | <b>Estimated Cost</b> | <b>Anticipated Invoice Date</b> |
|----------------------------------------------|-----------------------|---------------------------------|
| FY 2026–27: November 1, 2026 – June 30, 2027 | \$7,350               | Upon execution of the MOA       |
| FY 2027–28: July 1, 2027 – June 30, 2028     | \$15,150              | By June 1, 2027                 |
| <b>Total</b>                                 | <b>\$22,500</b>       |                                 |

The total estimated cost includes \$1,250 for program management, \$12,500 for compliance and follow-up inspections, and \$8,750 for edible food recovery program implementation. Funding is available in the Environmental Services Special Department, Fund Account Number 101-6010-6015-8020-000 for Fiscal Year 2026-27. Funding for Fiscal Year 2027–28 will be subject to the City's annual budget process.

Inspection costs are estimates and will be reconciled against the actual services performed. If actual inspection costs are less than the amount paid, the City will receive a credit toward its next invoice or a reimbursement at the end of the MOA. If actual costs exceed the estimated amount, SGVCOG may invoice the City for the difference after notifying the City of the anticipated increase. If inspection costs are expected to exceed the budgeted amount by more than 10 percent, the City may elect to discontinue the inspection portion of the program without penalty.

SGVCOG will invoice the City for Fiscal Year 2026–27 upon execution of the MOA and by June 1, 2027, for Fiscal Year 2027–28. The City must remit payment within 30 days of receipt. If payment is not received within 60 calendar days, SGVCOG may suspend program implementation until payment is received.

Attachment:

[Attachment No. 1 - SGVCOG Agreement](#)

**MEMORANDUM OF AGREEMENT  
BETWEEN THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS AND  
THE CITY OF SOUTH PASADENA FOR PARTICIPATION IN THE SAN GABRIEL  
VALLEY REGIONAL FOOD RECOVERY PROGRAM**

This Memorandum of Agreement (“MOA”) is made and entered into to be effective as of the 1st day of November 2026 (“Effective Date”) by and between the City of South Pasadena, a municipal corporation (“City”), and the San Gabriel Valley Council of Governments, a California joint powers authority (“SGVCOG”). City and SGVCOG may be referred to herein collectively as the “Parties” or individually as a “Party.”

**RECITALS**

- A. The passage of SB 1383 (Lara, 2016) implemented statewide targets to reduce statewide disposal of organic waste and increase recovery of currently disposed edible food for human consumption. Specifically, SB 1383 aims to recover at least 20% of currently disposed edible food for human consumption by 2025. The California Department of Resources Recycling and Recovery (CalRecycle) has developed regulations entitled “Short-lived Climate Pollutants: Organic Waste Reductions” (hereafter “SLCP Regulations”), which regulations are codified at Chapter 12 of Division 7 of Title 14 of the California Code of Regulations, sections 18981.1 et seq.
- B. To recover 20% of edible food that would otherwise be sent to landfills by 2025, SB 1383 requires local jurisdictions to establish food recovery programs and strengthen their existing food recovery networks.
- C. The SGVCOG was established to have a unified voice to maximize resources and advocate for regional and member interests to improve the quality of life in the San Gabriel Valley by the member cities and other local governmental agencies and has established and is administering a Regional Food Recovery Program (the “Program”).
- D. The CalRecycle 1383 Local Assistance Grant funding for the Program expires on November 2, 2026. The City desires to continue receiving Program services and agrees to provide the necessary funding to the SGVCOG for the ongoing implementation of the Program.
- E. City and SGVCOG desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOA and further agree as follows:

**NOW, THEREFORE**, the Parties agree to the following:

**I. RECITALS**

The above Recitals are made a substantive part of this MOA.

**II. SCOPE OF SERVICES**

The Scope of Services, attached hereto and incorporated herein by this reference is hereby made a part of the MOA as Exhibit “A”.

**III. TERM**



The term of this MOA shall commence on November 1, 2026, and shall continue through June 30, 2028. The term of this MOA may be extended by mutual written MOA of the Parties.

#### **IV. RESPONSIBILITIES OF THE PARTIES**

##### **A. SGVCOG:**

1. Designate a point-of-contact with name, title, and contact information who will serve as the SGVCOG's Project Manager. If the point-of-contact is reassigned or no longer with the SGVCOG, a new point-of-contact will be promptly designated.
2. Oversee and implement Program Management, Inspections, and Edible Food Recovery Program Implementation, as defined in the Program's Scope of Work (Exhibit A).
3. Undertake procurements, execute contracts, and manage contracts, including administration, project management, and invoicing, to complete the Program set forth in the Program's Scope of Work (Exhibit A).
4. Respond to and address City questions regarding Program implementation.
5. Coordinate regional and City-specific conference calls, meetings, and other communication with City and consultant monthly or as necessary.
6. Provide Annual Inspection Reports and other materials to City to support the Electronic Annual Report (EAR) and other CalRecycle Reporting.

##### **B. City:**

1. Maintain membership in the SGVCOG during the entire term of the Program.
2. Designate a point-of-contact to serve as the City's Project Manager to coordinate with the SGVCOG and consultants.
3. Respond to data and information requests from the SGVCOG and its consultant(s), in a timely manner to support the implementation of the Program.
4. Participate in scheduled monthly conference calls and/or meetings with the SGVCOG and consultants throughout the implementation of the Program.
5. Provide comments and feedback on Program implementation, Program materials, and other Program deliverables to consultant or the SGVCOG, on deliverables as necessary.
6. Implement Enforcement activities, as defined in the Program's Scope of Work (Exhibit A).
7. Comply with requirements of jurisdictions under SB 1383. SGVCOG will provide guidance and make recommendations to facilitate compliance with SB 1383 but the City is the party responsible to ensure compliance with the regulation.
8. Remit payment to the SGVCOG in accordance with Section V.

#### **V. INVOICING:**

- A. SGVCOG shall invoice City upon the execution of this Agreement for FY2026-27 and by June 1, 2027, for FY 2027-2028.

- B. City must remit payment to SGVCOG within thirty (30) days of receipt by City. If the invoice is not paid within sixty (60) calendar days of receipt by City, SGVCOG reserves the right to cease Program implementation on behalf of the City until payment is received.
- C. SGVCOG shall reconcile the actual cost of services to the amount budgeted in Exhibit B. If the actual cost of the City's Task 2 Estimated Inspection Implementation is less than the budgeted amount, SGVCOG shall credit these unspent funds to the City on the City's next invoice. If there are no future City invoices, the SGVCOG will reimburse the City for that amount at the end of the Agreement. If the actual cost for Task 2 Estimated Inspection Implementation is more than the budgeted amount, SGVCOG shall invoice the City for the actual cost of Task 2 program implementation. SGVCOG shall inform the City of any changes and anticipated total costs prior to completing any activity beyond the budgeted amount. If the actual cost of Task 2 implementation is anticipated to be more than 10% of the budgeted cost, the City may elect to opt-out of Task 2 with no penalty.

## **VI. AMENDMENTS**

- A. Except as specifically provided herein, any change in any of the terms and conditions of this MOA shall not have any force and effect unless a written amendment has been prepared and executed by the Parties.

## **VII. PROGRAM MANAGEMENT**

### **A. Program Managers.**

- i. For the purposes of this MOA, SGVCOG designates the following individual as its Program Manager:

Luis Garcia Chavez  
Management Analyst  
(626) 962-3552  
[lgchavez@sgvcog.org](mailto:lgchavez@sgvcog.org)

- ii. For the purposes of this MOA, the City designates the following individual as its Program Manager:

Joseph Cisneros  
Deputy Public Works Director  
626-403-7253  
[jcisneros@southpasadenaca.gov](mailto:jcisneros@southpasadenaca.gov)

Either Party may change the designations set forth herein upon written notice to the other Party.

## **VIII. TERMINATION**

- A. This MOA may be terminated by either Party at any time, with or without cause, by providing written notice of termination to the other Party. Such termination will be

effective thirty (30) days after such notice is received.

- B. If either Party terminates this MOA prior to the completion of the MOA term, SGVCOG will reconcile the actual cost of services and program implementation incurred up to the effective date of termination against the advance payments made by the City:
  - i. If the actual costs are less than the amount paid by the City, SGVCOG shall reimburse the unspent funds to the City within thirty (30) days of the effective date of termination.
  - ii. If the actual costs incurred prior to termination exceed the amount paid, SGVCOG shall issue a final invoice to the City for the difference, which the City shall pay within thirty (30) days of receipt.

## **IX. INDEMNIFICATION**

- A. Neither the SGVCOG, its member agencies, or their respective officers, employees, consultants or volunteers (the “SGVCOG Indemnitees”), shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by the City under or in connection with the performance of this MOA.
- B. The City shall indemnify, defend and hold the SGVCOG Indemnitees harmless from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from the City’s obligations under this MOA, unless caused by the active negligence or willful misconduct of the SGVCOG Indemnitees.
- C. SGVCOG agrees to defend, indemnify, and hold free and harmless the City, its employees, and volunteers, at SGVCOG’s sole expense, from and against any and all claims, actions, suits, or other legal proceedings brought against the City, its employees, and volunteers arising out of or relating to the acts or omissions of SGVCOG in connection with this MOA.

## **X. INSURANCE**

- A. City and SGVCOG shall maintain and keep in full force and effect during the term of this MOA insurance or a program of self-insurance against claims for injuries to persons or damages to property which may arise in connection with City’s or SGVCOG’s performance of its obligations hereunder.

## **XI. OTHER TERMS AND CONDITIONS**

- A. Notices. All notices required or permitted to be given under this MOA shall be in writing and shall be personally delivered, or sent by electronic mail or certified mail, postage

prepaid and return receipt requested, addressed as follows:

To SGVCOG: Mackenzie Bolger  
Acting Sustainability Manager  
San Gabriel Valley Council of Governments  
1333 S. Mayflower, Suite 360  
Monrovia, CA 91016  
(626) 214-1316  
mbolger@sgvcog.org

with a copy to: Marisa Creter  
Executive Director  
San Gabriel Valley Council of Governments  
1333 S. Mayflower, Suite 360  
Monrovia, CA 91016  
(626) 457-1800  
mcreter@sgvcog.org

To City: Joseph Cisneros  
Deputy Public Works Director  
1414 Mission Street  
South Pasadena, CA 91030  
626-403-7253  
jcisneros@southpasadenaca.gov

with a copy to: Julian Lee  
Director of Public Works  
1414 Mission Street  
South Pasadena, CA 91030  
626-403-7242  
jlee@southpasadenaca.gov

- B. No Partnership. This MOA is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or a joint venture between the Parties. Except as otherwise specifically provided in the MOA, neither Party shall be authorized to act as an agent of or otherwise to represent the other Party.
- C. Entire MOA. This MOA and any exhibits attached hereto, constitute the entire understanding between the Parties with respect to the subject matter herein and supersedes any and all other prior writings and oral negotiations. This MOA may be modified only in writing and signed by the Parties in interest at the time of such modification.
- D. Governing Law. This MOA shall be governed by and construed under California law and any applicable federal law without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOA, the Parties hereto agree that the sole and exclusive venue shall be a court of competent

jurisdiction located in Los Angeles County, California.

- E. Attorneys' Fees. In the event that there is any litigation or other legal proceeding between the Parties in connection with this MOA, each Party shall bear its own costs and expenses, including attorneys' fees.
- F. Excusable Delays. Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquakes, fires, acts of a public enemy, pandemic, epidemic, and government acts beyond the control and without fault or negligence of the affected Party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOA.
- G. Waiver. Waiver by any Party to this MOA of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. No waiver of any provision of this MOA shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought.
- H. Headings. The section headings contained in this MOA are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.
- I. Assignment. Neither Party may assign its interest in this MOA, or any part thereof, without the prior written consent of the other Party. Any assignment without consent shall be void and unenforceable.
- J. Severability. If any provision of this MOA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.
- K. Authority to Execute. The person executing this MOA on behalf of a Party warrant that they are duly authorized to execute this MOA on behalf of said Party, and that by doing so said Party is formally bound to the provisions of this MOA.
- L. Counterparts. This MOA may be executed in multiple counterparts, each of which shall be deemed original, but all of which taken together shall constitute one and the same instrument.
- M. Electronic Signatures. This MOA may be executed with electronic signatures in accordance with Government Code Section 16.5. Such electronic signatures will be treated in all respects as having the same effect as an original signature.

IN WITNESS WHEREOF, the Parties hereto have caused this MOA to be executed as of the day and year first above written.

“CITY”

City of South Pasadena

By: \_\_\_\_\_  
Todd Hileman  
Title: City Manager  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Nikima Newsome  
Chief City Clerk

Approved as to form:  
By: \_\_\_\_\_  
Roxanne Diaz  
City Attorney

“SGVCOG”

San Gabriel Valley Council of Governments

By: \_\_\_\_\_  
Marisa Creter,  
Executive Director

Approved as to form:

By: \_\_\_\_\_  
Cassie Trapesonian,  
General Counsel

Exhibit “A”  
**Scope of Services**

**Task 1: Program Management**

SGVCOG will oversee Program implementation, including but not limited to managing consultants, facilitating the completing of inspections, managing the inspection contract (including the inspection, education, and enforcement process) and supporting compliance reporting with the City for its annual CalRecycle reporting.

**Task 2: Inspections and Enforcement**

**Inspections:** SGVCOG and its consultants will complete Inspections of Tier 1 and Tier 2 edible food generators (EFGs) and food recovery organizations (FROs) based on the schedule shown in Table 1.

- ***Compliance Inspections:*** Inspections of all Tier 1 and Tier 2 EFGs and FROs to determine compliance with SB 1383, as enumerated in Table 3 of Exhibit B. The following Tier and Tier 2 businesses are defined by CalRecycle:
  - **Tier 1:** Businesses that may have more produce, fresh grocery, and shelf-stable food to donate, including: wholesale food vendors, food service providers, food distributors, and supermarkets & grocery store equal to or less than 10,000 sq. ft.
  - **Tier 2:** Businesses that may have prepared food to donate, which often require more careful handling to meet food safety requirements, including: hotels, restaurant facilities, health facilities, state agency cafeterias, local education agencies, and large venues & events.
- ***Non-Compliance Inspections:*** Inspections of non-compliant businesses at least 60 days following enforcement actions by the City (including letters of non-compliance and Notices of Violation). For the purposes of this MOA, SGVCOG assumes that 65% of Tier 1 and Tier 2 businesses will require 2 non-compliant inspections, which will be completed in alignment with Table 1. Should the actual percentage of non-compliant businesses be different, SGVCOG and its consultants will complete non-compliant inspections of the actual number of non-compliant businesses.

**Enforcement:** City staff will be responsible for completing enforcement actions in conjunction with the SGVCOG in accordance with the schedule in Table 1. SGVCOG and its consultants will provide all necessary documentation to City following inspections to facilitate City’s enforcement actions (e.g. notices of violation (NOVs), letters of non-compliance, or financial penalties).

- ***Notice of Violation (NOV):*** Formal notice issued to a non-compliant EFG or FRO specifying SB 1383 violations, required corrective actions, and a timeline for compliance and financial penalties.
- ***Letter of Non-Compliance:*** Notice issued to a non-compliant EFG or FRO specifying SB 1383 violations and corrective actions needed to achieve compliance without issuing financial penalties.
- ***Financial Penalties:*** Monetary fines issued to EFGs or FROs that remain out of compliance after a non-compliance inspection following the issuance of an NOV.

**Table 1. Inspection and Enforcement Timeline**

| <b>Inspection Type and Enforcement</b> | <b>Time Frame</b>   | <b>Responsible Party</b> |
|----------------------------------------|---------------------|--------------------------|
| Non-Compliance Inspections             | Nov 2026 – Jan 2027 | SGVCOG                   |
| Financial Penalties                    | Dec 2026 – Feb 2027 | City                     |
| Compliance Inspections                 | Sept – Nov 2027     | SGVCOG                   |
| NOVs or Letters of Non-Compliance      | Oct – Dec 2027      | City                     |
| Non-Compliance Inspections             | Jan – Mar 2028      | SGVCOG                   |
| Financial Penalties                    | Feb – Apr 2028      | City                     |

**Task 3: Edible Food Recovery Program Implementation**

SGVCOG will implement projects that ensure and enhance the region’s capacity to recover edible food, as required by SB 1383. Activities may include but are not limited to supporting the food recovery capacity of FROs or piloting other innovative approaches to increasing edible food recovery capacity.



Exhibit “B”  
Budget & Invoicing Schedule

**Table 2. FRESH SGV Budget Breakdown**

| Fresh SGV Implementation Costs Nov 1, 2026 – June 30, 2028     |                |                            |                                         |                   |                    |                    |
|----------------------------------------------------------------|----------------|----------------------------|-----------------------------------------|-------------------|--------------------|--------------------|
| Task                                                           | Est. Unit Cost | Est. Rounds of Inspections | Est. # of EFGs/FROs Inspected Per Round | FY 26-27          | FY 27-28           | Total              |
| <b>Task 1: Inspection Program Management*</b>                  |                |                            |                                         | <b>\$350.00</b>   | <b>\$900.00</b>    | <b>\$1,250.00</b>  |
| <b>Task 2: Estimated Inspection Implementation**</b>           |                |                            |                                         | <b>\$3,500.00</b> | <b>\$9,000.00</b>  | <b>\$12,500.00</b> |
| Task 2a: Compliance Inspections                                | \$500          | 1                          | 11                                      | \$0               | \$5,500.00         | \$5,500.00         |
| Task 2b: Non-Compliance Inspections                            | \$500          | 2                          | 7***                                    | \$3,500.00        | \$3,500.00         | \$7,000.00         |
| <b>Task 3: Edible Food Recovery Program Implementation****</b> |                |                            |                                         | <b>\$3,500.00</b> | <b>\$5,250.00</b>  | <b>\$8,750.00</b>  |
| <b>Total</b>                                                   |                |                            |                                         | <b>\$7,350.00</b> | <b>\$15,150.00</b> | <b>\$22,500.00</b> |

\*Program Management cost is calculated as 10% of the budgeted cost of the compliance and non-compliance inspections.

\*\*Task 2 costs are estimated based on the anticipated unit cost of each inspection and the estimated number of non-compliance inspections that are required. If the actual cost for the implementation of Task 2 is less than the budgeted amount, SGVCOG shall credit any unspent funds to the City on the City’s next invoice. If the actual cost for the implementation of Task 2 is more than the budgeted amount, SGVCOG shall invoice the City for the actual cost of program implementation. If the actual cost of implementation is anticipated to be more than 10% of the budgeted cost, the City may elect to opt-out of Task 2 with no penalty.

\*\*\*Assumes that 65% of EFGs and FROs enumerated in Table 3 will require non-compliance inspections.

\*\*\*\*Edible Food Recovery Program Implementation costs are based on the number of EFGs.

**Table 3. Number of EFGs and FROs**

|                       |    |
|-----------------------|----|
| <b>Number of EFGs</b> | 10 |
| <b>Number of FROs</b> | 1  |

|                    |    |
|--------------------|----|
| <b>Total Sites</b> | 11 |
|--------------------|----|

### **Invoice Schedule**

The SGVCOG will invoice the City on the following schedule:

- **Fiscal Year 26-27:** Invoice will be issued upon MOA execution for services rendered from November 1, 2026, through June 30, 2027.
- **Fiscal Year 27-28:** Invoice will be issued by June 1, 2027, for services rendered from July 1, 2027, through June 30, 2028.

At the end of each fiscal year, SGVCOG will reconcile the actual cost of the City's inspections against the amount budgeted in Table 2.



# City Council Agenda Report

ITEM NO. 15

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Julian Lee, Director of Public Works  
Michael Vartanians, City Engineer  
Chris Diaz, Public Works Superintendent

**SUBJECT:** **CONSIDERATION OF APPROVAL OF A PURCHASE ORDER WITH TRAFFIC AND PARKING CONTROL CO., LLC FOR FLASHING LED TRAFFIC SIGNS IN THE NOT TO EXCEED AMOUNT OF \$89,941.48**

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## Recommendation

It is recommended that the City Council:

- a. Approve a purchase order with Traffic and Parking Control Co., LLC (TAPCO) (Attachment No. 1) in an amount not-to-exceed \$89,941.48 for the purchase of 80 solar-powered flashing LED traffic sign assemblies, poles, and related mounting hardware through OMNIA Partners Contract No. 2020-200; and
- b. Authorize the City Manager to execute the purchase order and all related documents, in a form approved by the City Attorney.

## Executive Summary

This item requests approval of a purchase order with Traffic and Parking Control Co., LLC (TAPCO) for 80 solar-powered flashing LED traffic sign assemblies, consisting of 60 red flashing stop-sign assemblies and 20 amber flashing pedestrian-warning assemblies, together with poles and mounting hardware. TAPCO provided Quote No. 00000141 through OMNIA Partners Contract No. 2020-200. The quote totals \$89,941.48, including sales tax and freight charge. Approval will allow the City to expand the use of high-visibility traffic-control devices at locations identified by staff.

## Background

Flashing Light-Emitting Diode (LED) traffic signs are used to increase the visibility of regulatory and warning signs and draw motorists' attention to traffic-control requirements. The City has installed flashing red stop signs at selected locations where enhanced visibility can improve driver awareness.

The installation map (Attachment No 2) identifies nine (9) existing flashing stop signs and fifty-five (55) proposed flashing stop signs. Because an intersection may include flashing signs on multiple approaches, the number of individual signs shown on the map is greater than the number of intersection areas listed below:

| <b>Location</b>                                                    | <b>Status</b> |
|--------------------------------------------------------------------|---------------|
| Indiana Avenue and El Centro Street                                | Existing      |
| Grevelia Street, Stratford Avenue, and Mill Road intersection area | Existing      |
| Maple Street and Marengo Avenue                                    | Existing      |
| Alhambra Road and Marengo Avenue                                   | Existing      |
| Indiana Avenue and Via del Rey                                     | Proposed      |
| Camino Cerrado and Via del Rey                                     | Proposed      |
| Bank Street and Meridian Avenue                                    | Proposed      |
| Diamond Avenue and Lyndon Street                                   | Proposed      |
| South Pasadena High School raised crosswalk along Diamond Avenue   | Proposed      |
| Oak Street and Ramona Avenue                                       | Proposed      |
| Rollin Street and Diamond Avenue                                   | Proposed      |
| Rollin Street and Ramona Avenue                                    | Proposed      |
| Lyndon Street and Fremont Avenue                                   | Proposed      |
| Oak Street and Marengo Avenue                                      | Proposed      |
| Oak Street and Milan Avenue                                        | Proposed      |
| Oak Street and Stratford Avenue                                    | Proposed      |
| Oak Street and Diamond Avenue                                      | Proposed      |
| Oak Street and Meridian Avenue                                     | Proposed      |
| Mission Street and Marengo Avenue                                  | Proposed      |
| Mission Street and Milan Avenue                                    | Proposed      |
| Marengo Avenue and Monterey Road                                   | Proposed      |
| Marengo Avenue and Lyndon Street                                   | Proposed      |
| Marengo Avenue and Bank Street                                     | Proposed      |
| Marengo Avenue and Rollin Street                                   | Proposed      |
| Monterey Road and Milan Avenue                                     | Proposed      |
| Fletcher Avenue and Alhambra Road                                  | Proposed      |

Staff also prepared an updated street-designation map (Attachment No 3) identifying the City's principal arterials, minor arterials, and major collectors. The map provides additional context regarding the function of the roadways where existing and proposed flashing stop signs are located and supports staff's planning for the deployment of enhanced traffic-control devices.

As requests for additional flashing traffic signs have increased, staff consolidated the City's anticipated equipment needs into one procurement. The proposed purchase includes 60 red flashing stop-sign assemblies, 20 amber flashing pedestrian-warning assemblies, 80 galvanized steel poles and anchors, and the associated mounting hardware. TAPCO's equipment uses solar-powered sign controllers and is available through OMNIA Partners Contract No. 2020-200, as identified in the vendor's quote.

The 55 proposed flashing stop signs, identified on the installation map with blue dots, represent the red flashing stop-sign installations currently planned by staff. The procurement includes five additional red flashing stop-sign assemblies beyond the locations presently

shown on the map. Staff will retain flexibility to deploy these assemblies at other eligible locations based on field conditions, traffic-safety needs, and operational priorities.

The 20 amber pedestrian-warning assemblies are separate from the 55 proposed red flashing stop signs and are not identified on the installation map. Locations for the pedestrian-warning assemblies will be determined separately based on staff review of pedestrian activity, existing crossing conditions, sign visibility, and other applicable traffic-safety considerations.

Final placement of the flashing signs will remain subject to field verification and any necessary traffic-engineering review. The attached maps reflect the City's current installation plan and roadway classifications, but individual locations may be adjusted if warranted by site conditions or operational needs.

### Analysis

Staff proposes to purchase the equipment from Traffic and Parking Control Co., LLC (TAPCO) through OMNIA Partners Contract No. 2020-200 using the City's cooperative-purchasing authority pursuant to South Pasadena Municipal Code Section 2.99-29(19). Cooperative contracts allow participating public agencies to use pricing and terms established through a competitively solicited contract rather than conducting a separate solicitation for the same equipment.

| Quote Detail         | Information                                                                                 |
|----------------------|---------------------------------------------------------------------------------------------|
| Vendor               | Traffic and Parking Control Co., LLC (TAPCO)                                                |
| Cooperative contract | OMNIA Partners Contract No. 2020-200                                                        |
| Quote                | No. 00000141, dated September 9, 2026                                                       |
| Quote validity       | Valid through October 9, 2026                                                               |
| Equipment            | 60 red stop signs; 20 amber pedestrian-warning signs; poles, anchors, and mounting hardware |
| Subtotal             | \$81,395.00                                                                                 |
| Estimated sales tax  | \$8,546.48                                                                                  |
| Quoted total         | \$89,941.48                                                                                 |
| Freight              | Included in quoted total                                                                    |

TAPCO Quote No. 00000141 is dated September 9, 2026, and is valid through October 9, 2026. The quoted subtotal is \$81,395.00, with \$8,546.48 in sales tax, for a quoted total of \$89,941.48. Freight is included in that quoted total.

The proposed flashing stop-sign locations are shown in Attachment 1, and Attachment 2 identifies the arterial and collector street network used to support location planning. Final placement will remain subject to staff field review and applicable traffic-engineering considerations.

### Fiscal Impact

TAPCO's quoted total is \$89,941.48, including \$8,546.48 in estimated sales tax and freight charge. The final purchase order will have a not-to-exceed amount of \$89,941.48. Funding is available in the following Fiscal Year 2026-27 accounts:

| <b>Account</b>                                         | <b>Amount</b>      |
|--------------------------------------------------------|--------------------|
| Measure M 236-6010-6011-8180-000 Contract Services     | \$30,000.00        |
| Measure M 236-6010-6011-8170-000 Professional Services | \$30,000.00        |
| Measure R 233-6010-6011-8170-000 Professional Services | \$30,000.00        |
| <b>Total</b>                                           | <b>\$90,000.00</b> |

No additional appropriation is requested.

### **Key Performance Indicators and Strategic Plan**

This purchase supports the City's public-safety and infrastructure objectives by increasing the visibility of stop and pedestrian-warning signs at priority locations.

### **Commission Review and Recommendation**

This item was not reviewed by a City commission because it concerns an administrative procurement of traffic-control equipment. Location-specific traffic-engineering review will occur as warranted during implementation.

### **Public Notification**

Public notice of this item was provided through publication of the City Council agenda, including posting of the agenda and supporting staff report on the City's website.

### **Environmental Analysis**

This action is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 (Class 1 - Existing Facilities), which applies to the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public facilities involving negligible or no expansion of existing use.

Attachment:

[Attachment 1 - TAPCO\\_Quote\\_No.\\_00000141](#)

[Attachment 2 - Flashing Stop Sign Map - Existing and Proposed Locations](#)

[Attachment 3 - Street Map Designations](#)



Traffic and Parking Control Co., LLC  
 5100 West Brown Deer Rd  
 Brown Deer, WI 53223  
 United States of America  
 Phone No.: 800-236-0112  
 E-Mail: [Tapcosales@tapconet.com](mailto:Tapcosales@tapconet.com)

# SALES QUOTE

Page: 1

| SALES QUOTE DATE   |
|--------------------|
| 09/09/2026         |
| SALES QUOTE NUMBER |
| 00000141           |
| CUSTOMER NO.       |
|                    |

|                                                                                             |                                                                                             |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|
| <b>BILL TO</b><br>1414 Mission Street<br>South Pasadena, California, 91030<br>United States | <b>SHIP TO</b><br>1414 Mission Street<br>South Pasadena, California, 91030<br>United States |
|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|

| SHIP VIA                | TERMS | SALESPERSON     | VALID UNTIL |
|-------------------------|-------|-----------------|-------------|
| BEST RATE Prepaid & Add |       | German Paniagua | 10/09/2026  |

| Item/Description                                                                                                       | U/M  | Quantity | Unit Price | Total Price |
|------------------------------------------------------------------------------------------------------------------------|------|----------|------------|-------------|
| <b>303048</b><br>BlinkerSign, R1-1, 36"x.080, Stop, DG3, Red, Solar, 24/7, 16 Red LEDs, SnglePostMnt                   | Each | 60       | \$900.00   | \$54,000.00 |
| <b>2180-00232</b><br>BlinkerSign, W11-2, 36"x.080,Ped Xing,DG3,Fluor Yellow Green,Solar,24/7,8 Amber LEDs,SnglePostMnt | Each | 20       | \$839.25   | \$16,785.00 |
| <b>3177-00001</b><br>Nut,5/16-18 Heavy Hex Jam Nut                                                                     | Each | 80       | \$0.12     | \$10.00     |
| <b>111531K</b><br>Sign Mounting Kit, Banded, Flared Leg, Anti-Vandal For Mounting One Blinker Sign to a Large Pole     | Each | 80       | \$31.50    | \$2,520.00  |
| <b>1603-00013</b><br>Bolt,Corner Bolt for for 2.5" Square Posts or smaller                                             | Each | 80       | \$1.00     | \$80.00     |
| <b>108105</b><br>Post,Square,2"x2"x14' 14 Gauge Full Punched Galvanized Steel                                          | Each | 80       | \$80.00    | \$6,400.00  |
| <b>1603-00008</b><br>Post,Square,2.25"x2.25"x3' 12 Gauge Galvanized Anchor Full Punched Galvanized Steel               | Each | 80       | \$20.00    | \$1,600.00  |

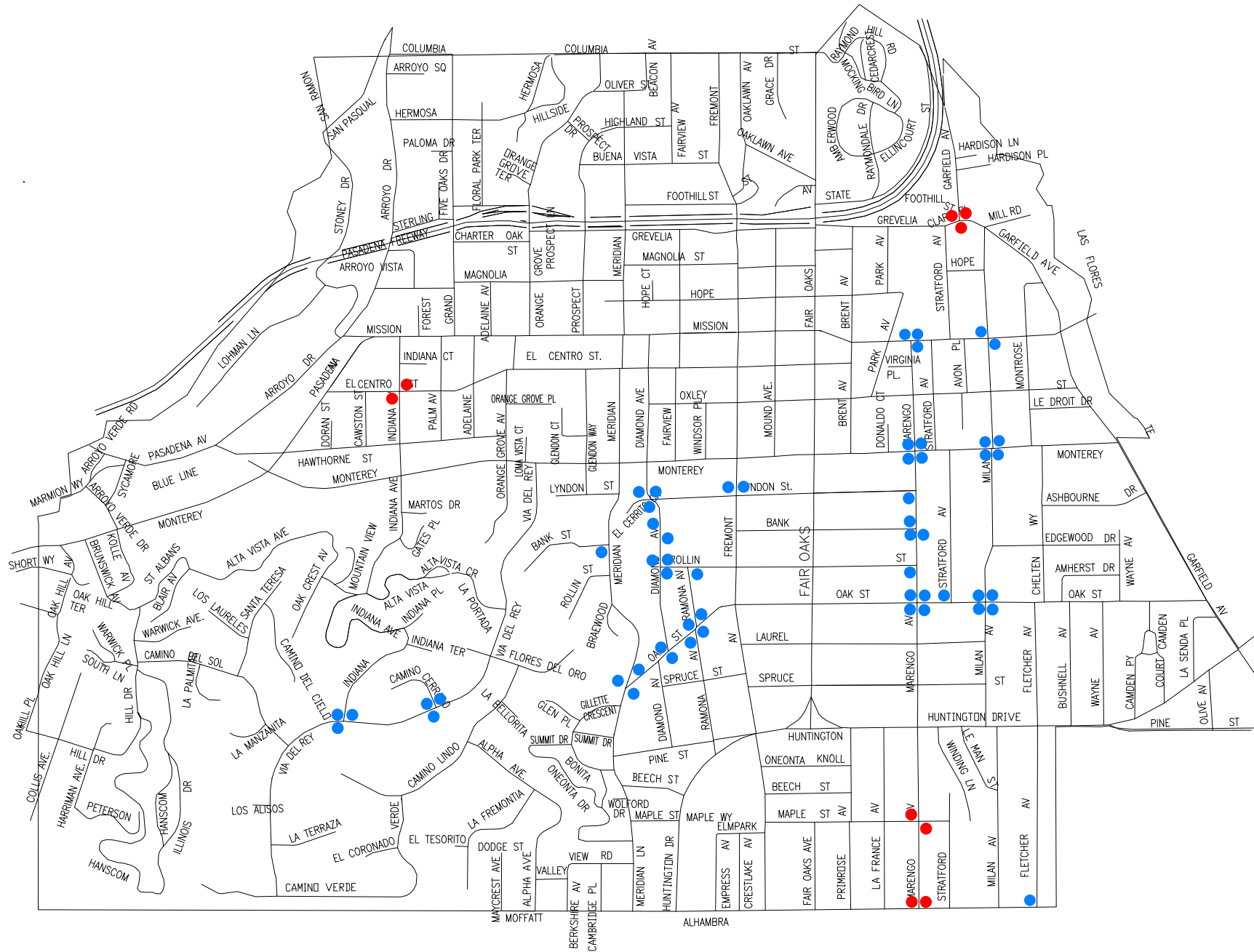
|                  |                    |
|------------------|--------------------|
| Subtotal:        | 81395              |
| Total Sales Tax: | \$8,546.48         |
| <b>Total:</b>    | <b>\$89,941.48</b> |

| Notes                     |
|---------------------------|
| OMNIA Contract # 2020-200 |

All prices are listed in USD  
 For terms and conditions, please visit <https://www.tapconet.com/terms-conditions>

**LEGEND**

- Ex. Flashing Stop Signs - 9
- Prop. Flashing Stop Signs - 55





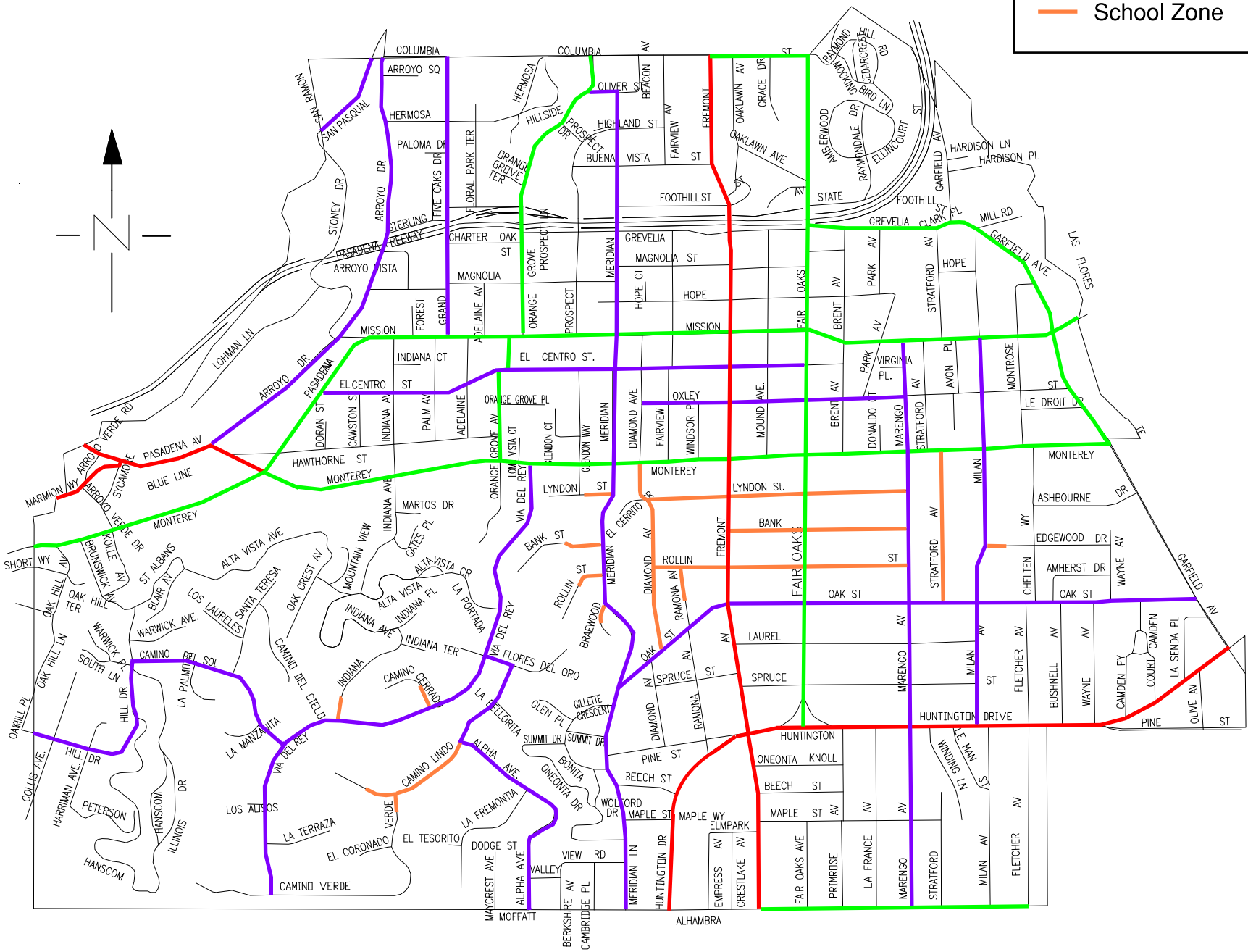
LEGEND

Principal Arterial

Minor Arterial

Major Collector

School Zone





# City Council Agenda Report

ITEM NO. 16

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Erika Ramirez, Community Development Director

**SUBJECT:** **CONTINUATION OF THE PUBLIC HEARING FOR A TRANSIT-ORIENTED DEVELOPMENT ALTERNATIVE PLAN PURSUANT TO SENATE BILL 79 (GOVERNMENT CODE SECTIONS 65912.155 ET SEQ.), TO A DATE UNCERTAIN**

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## Recommendation

It is recommended that the City Council:

1. Open the public hearing; and
2. Continue the public hearing concerning the proposed Transit-Oriented Development Alternative Plan Pursuant to Senate Bill 79 (Government Code Sections 65912.155 et seq.) and
3. Direct staff to republish the public hearing notice once a new hearing date is established.

## Executive Summary

The City is evaluating a local alternative plan in response to Senate Bill 79 (SB 79). On August 13, 2026, staff submitted a request for technical assistance to the California Department of Housing and Community Development (HCD) through HCD's online portal seeking written clarification regarding provisions of SB 79 that affect preparation and evaluation of a local alternative plan. As of the date of this report, the City has not received a response.

The City Council SB 79 Ad-hoc Subcommittee has been evaluating potential density distribution scenarios and implementation options. As part of their consideration, HCD's written responses are imperative to the development of an alternative plan for City Council consideration. Because the timing of HCD's response is unknown, staff recommends continuing the public hearing to a date uncertain and republishing the hearing notice after a new date is selected. No action on the proposed alternative plan is recommended at this time.

## Background

On October 10, 2025, Governor Gavin Newsom signed Senate Bill (SB) 79, a bill known as the "Abundant and Affordable Homes Near Transit Act" into law and thus codifying it under Government Code §65912.155 through 65912.162, inclusive.

On January 14, 2026, at a Special joint meeting, the City Council and Planning Commission received an overview of SB 79 and City Council directed staff to prepare an ordinance to delay effectuation and exempt certain individual sites in conjunction with a Local Alternative Plan for Planning Commission's recommendation and City Council's consideration.

On March 4, 2026, City Council approved an amendment to the Professional Services Agreement with Moore Iacofano Goltsman Inc., (MIG) to provide data analysis, GIS mapping, and 3D modeling to identify sites that may qualify for temporary SB 79 deferral and exhibits to support development of alternative plan scenarios, including potential redistribution of allowable density within the station area and surrounding corridors.

On May 19, 2026, the Planning Commission adopted PC Resolution No. 26-09 recommending the City Council adopt an Ordinance that will delay effectuation and exclude only individual sites designated as historic on a local register; adopt an Ordinance to adopt a corresponding Transit-Oriented Development Alternative Plan ("TOD Alternative Plan") by amending Article 2 Division 36.240 of Chapter 36 (Zoning) of the South Pasadena Municipal Code (SPMC), and the Zoning Map; and adopt a Resolution to amend the Downtown Specific Plan to reflect the Transit-Oriented Development Alternative Plan ("TOD Alternative Plan").

On July 1, 2026, SB 79 became effective and on July 2, 2026, Southern California of Governments (SCAG) Regional Council approved SCAG's Mapping Approach and Methodology.

On July 15, 2026, City Council adopted Urgency Ordinance No. 2418 an uncodified Ordinance that will delay effectuation and exclude only individual sites that are zoned Downtown Specific Plan Mixed Use Core and Downtown Specific Plan Mixed Use-50; introduced Ordinance No. 2419 an uncodified Ordinance that will delay effectuation and exclude only individual sites that are zoned Downtown Specific Plan Mixed Use Core and Downtown Specific Plan Mixed Use-50; and introduced Ordinance No. 2414 an uncodified Ordinance that will delay effectuation and exclude only individual sites containing a locally designated historic resource.

On July 15, 2026, City Council authorized an ad hoc subcommittee (Mayor Rossi, Mayor Pro Tempore Ferguson) in reviewing the options for, and making a recommendation to, the Council regarding an Alternative Plan.

On July 30, 2026, the City Council adopted Ordinance No. 2419, an uncodified Ordinance that will delay effectuation and exclude only individual sites that are zoned Downtown Specific Plan Mixed Use Core and Downtown Specific Plan Mixed Use-50; and Ordinance No. 2414, an uncodified Ordinance that will delay effectuation and exclude only individual sites containing a locally designated historic resource.

On August 5, 2026, City Council opened a public hearing to consider a Transit-Oriented Alternative Plan and continued the hearing to September 18, 2026.

### **Analysis**

Staff submitted the technical assistance request to HCD on August 13, 2026, through the agency's online portal (Attachment No. 1). The request seeks written answers to legal and implementation questions that may materially affect the structure, scope, and evaluation of the City's alternative plan. HCD has not yet provided a written response, and staff does not have a confirmed response date.

The Subcommittee recommends that HCD's written guidance be available before a revised alternative plan can be developed for full City Council consideration. Proceeding before receiving that guidance could require substantial revisions or result in an approach that does

not reflect HCD's interpretation of SB 79. A continuance will allow the City to incorporate the requested guidance into the next phase of plan development and present the Council with a more complete analysis.

Because HCD's response date is unknown, staff recommends continuing the hearing to a date uncertain rather than selecting a specific future date. Once HCD responds and staff and the Subcommittee have had an opportunity to evaluate the guidance, staff will schedule the matter for a future City Council meeting and publish a new public hearing notice in accordance with applicable noticing requirements. Members of the public will therefore receive notice of the new hearing date and an opportunity to comment before the Council considers the alternative plan.

Next steps include:

- Receive and review HCD's written technical assistance response.
- Present the response to the City Council Subcommittee and obtain direction regarding preparation of the alternative plan.
- Complete the alternative plan analysis and associated draft amendments.
- Schedule a new public hearing and republish notice in accordance with applicable law.

### **Public Notification**

This public hearing was continued on August 5, 2026 to September 16, 2026.

### **Environmental Analysis**

The recommended action is limited to continuing the public hearing and directing staff to provide new notice when the matter is rescheduled. This procedural action does not approve a project or commit the City to a particular course of action and is not a project subject to the California Environmental Quality Act (CEQA). Environmental review applicable to any future substantive action will be addressed when the alternative plan returns for consideration.

Attachment:

[Attachment No. 1- HCD Technical Assistance Request](#)



**CITY OF SOUTH PASADENA**  
**COMMUNITY DEVELOPMENT DEPARTMENT**  
1414 MISSION STREET, SOUTH PASADENA, CA 91030  
TEL: 626.403.7220 ▪ FAX: 626.403.7221  
[WWW.SOUTHPASADENACA.GOV](http://WWW.SOUTHPASADENACA.GOV)

August 13, 2026

California Department of Housing and Community Development  
Division of Housing Policy Development

Subject: Request for Technical Assistance Regarding SB 79 and Local Transit-Oriented Development Alternative Plans

Dear Housing and Community Development Representative:

The City of South Pasadena respectfully requests written technical assistance regarding the application of Senate Bill 79 (SB 79) to a local transit-oriented development alternative plan.

Government Code Section 65912.161(b)(1)(C) provides: “Prior to one year following the adoption of the seventh revision of the housing element, Section 65912.157 shall not apply to any of the following for which the local government has adopted an ordinance: ... (C) A site that is covered by a local transit-oriented development alternative plan adopted by a local government.”

In addition, Government Code Section 65912.161(d) provides: “Section 65912.157 shall not apply within a jurisdiction that has a local transit-oriented development alternative plan that has been approved by the department as satisfying the requirements of this section in effect. The department’s approval pursuant to this section shall be valid through the jurisdiction’s next amendment to the housing element of its general plan.”

To assist the City in preparing and evaluating a potential local transit-oriented development alternative plan, the City requests clarification regarding the effect of these provisions. Specifically, if the City adopts an alternative plan pursuant to Section 65912.161:

1. Do the requirements in Government Code Section 65912.157(a)(1) and (2) apply to projects within the area covered by the alternative plan?
2. Do the development standards in Government Code Section 65912.157(a)(5) apply to projects within the area covered by the alternative plan?
3. Do the provisions of Government Code Section 65912.157(d) through (i) apply within the area covered by the alternative plan?

4. May the City include eligibility requirements in its alternative plan that are similar to those established by Section 65912.157, including requirements related to a minimum number of dwelling units, affordable housing, replacement housing, tenant protections, or other project-eligibility criteria?
5. If the City may include such requirements, would HCD evaluate them as part of its determination that the alternative plan satisfies Section 65912.161? Are there limitations on the City's ability to apply these requirements to projects within the alternative-plan area?

The City also requests written confirmation regarding the meaning of the phrase “any form of rent or price control through a public entity’s valid exercise of its police power” in Government Code Section 65912.157(h)(2). Specifically, does this provision include residential units subject to the statewide rent-cap requirements established by the Tenant Protection Act of 2019 (Assembly Bill 1482)?

Written guidance on these questions would assist the City in determining the appropriate scope and structure of a local transit-oriented development alternative plan and ensuring that any proposed plan complies with SB 79 and HCD’s review requirements.

Thank you for your assistance. Please contact me at [eramirez@southpasadenaca.gov](mailto:eramirez@southpasadenaca.gov) or 626-403-7222.

Sincerely,  
Erika Ramirez  
Community Development Director

Cc: City Manager  
City Attorney





# City Council Agenda Report

ITEM NO. 17

**DATE:** September 22, 2026

**FROM:** Todd Hileman, City Manager

**PREPARED BY:** Melissa Snyder, Community Services Director  
Nathalie Wilcox, Community Services Supervisor

**SUBJECT:** **CONSIDERATION OF DIRECTION ON THE DEVELOPMENT AND IMPLEMENTATION OF A CITY HOLIDAY LIGHTING CEREMONY, INCLUDING AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE ANY AGREEMENTS RELATED TO THE EVENT**

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## Recommendation

It is recommended that the City Council:

1. Provide direction to staff regarding whether the City should host and produce the 2026 Holiday Lighting Ceremony (Event);
2. Provide direction to staff regarding whether the City should rent or purchase an artificial holiday tree for the 2026 Event;
3. Authorize the City Manager to execute any necessary agreements and related documents associated with the 2026 Event; and
4. Provide additional direction to staff, as applicable.

## Executive Summary

The City Council is being asked to provide direction regarding whether the City should assume a primary role in hosting and producing a new Holiday Lighting Ceremony (Event) through the Community Services Department. The proposed 2026 Event would take the place of the Annual Tree and Menorah Lighting Ceremony previously coordinated by the South Pasadena Chamber of Commerce in partnership with the City and then allow the Chamber to potentially add a separate community event. The Event would continue to include the traditional holiday tree and menorah lighting while providing flexibility to incorporate additional displays, programming, and activities that acknowledge other holidays and traditions represented within the community. Staff identified records showing that the City hosted the Holiday Tree Lighting in 2009 at Heritage Park. Beginning in 2010, the South Pasadena Chamber of Commerce assumed responsibility for coordinating and sponsoring the Event in partnership with the City. A menorah lighting was added in 2021.

If directed to proceed, staff anticipates hosting the 2026 Event on Saturday, December 5, 2026, at Library Park. The Community Services Department would oversee event planning, programming, logistics, vendor coordination, and coordination with participating City departments and community partners.

Staff is also seeking direction regarding whether to rent or purchase an artificial holiday tree. Staff recommends renting a tree for 2026 to allow the City to evaluate the Event location, tree

size, operational requirements, and overall costs before considering a longer-term investment.

No additional appropriation is requested. The Department has identified up to \$25,000 within existing Fiscal Year 2026-2027 appropriations to support the Event, including the holiday tree, staffing, entertainment, production, supplies, and other related costs. Actual 2026 expenditures would be used to inform future budget considerations should the City continue hosting the Event, including the potential purchase of a City-owned holiday tree.

### **Background**

In 2009, the City hosted the annual Holiday Tree Lighting at Heritage Park in the grassy area adjacent to the South Pasadena Historical Museum. Staff was unable to determine how long the City had hosted the Event prior to 2009. Historically, the Event has been held on the first Thursday evening in December in conjunction with the weekly Farmers' Market.

In 2010, the South Pasadena Chamber of Commerce began coordinating and sponsoring the annual Holiday Tree Lighting, the same year the Chamber and City entered into an agreement for the Chamber to operate the weekly Farmers' Market. The tree lighting was one of several community events included in that agreement.

From 2010 to 2015, the Chamber, with input from the City Arborist, purchased living boxed trees that were displayed in Heritage Park during the holiday season and later donated to the City for planting. In 2016, the Chamber purchased a tree that was planted in Heritage Park for continued use as the City's holiday tree. As the tree grew, decorating it became increasingly difficult and costly.

In 2021, the Chamber added a menorah lighting to the celebration in coordination with local Jewish organizations. The City subsequently purchased a menorah and installed a permanent concrete pad for its seasonal display.

In 2024, the Chamber transitioned to a cut tree to reduce the labor, equipment, and costs associated with decorating the larger living tree.

For 2026, the City is considering whether to assume primary responsibility for hosting and producing the Event through the Community Services Department. The Chamber has expressed an interest in continuing to participate, depending on the City Council's direction regarding the Event.

### **Analysis**

Many cities host an annual holiday tree lighting event as a free public gathering, typically held in the downtown area at the start of the holiday season, which draws residents and visitors to the business district and provides a venue for community organizations, youth performers, and local merchants to participate in a shared civic tradition.

Over the years, the Chamber has coordinated entertainment and community participation from local schools, businesses, clubs, and organizations. Activities have included music, dancing, sing-alongs, crafts, hot cocoa, and cookies. Community organizations have also contributed decorations, and the City's Public Works Department has assisted with equipment and staff needed to install lighting and decorations.



### City-Hosted Event

Staff is seeking City Council direction regarding whether the Community Services Department should host and produce the 2026 Holiday Lighting Ceremony. The proposed Event would build upon the City's existing holiday traditions, including the holiday tree and menorah lighting, while allowing the City to develop a broader community celebration that may acknowledge additional holidays and traditions through lighting, displays, entertainment, activities, or other programming.

If directed to proceed, the Department would be responsible for overall event planning, contracting, programming, logistics, vendor coordination, and coordination with participating City departments and community partners.

Staff anticipates holding the Event on Saturday, December 5, 2026, in the outdoor area adjacent to the Library Community Room. The proposed location would provide an outdoor gathering space for holiday lighting elements, including the tree and menorah, entertainment, community activities, and a ceremonial program, while allowing the Library Community Room to support event operations.

Staff would coordinate with the Library, Public Works, Police, Fire, and other applicable departments regarding site access, accessibility, emergency access, electrical capacity, pedestrian circulation, equipment placement, setup, and cleanup.

The final Event scope would be developed within available departmental funding and would depend on vendor pricing, staffing requirements, programming, sponsorships, in-kind contributions, and other operational considerations.

### Holiday Tree Options

Staff solicited preliminary pricing from multiple holiday décor vendors for the rental or purchase of artificial holiday trees in various sizes (Attachment No. 1). At least three estimates were obtained, with the lowest preliminary pricing provided by BrightLife Designs, the City's current vendor for seasonal streetlight decorations.

BrightLife Designs provided rental and purchase options for 14-foot, 16-foot, and 18-foot artificial trees. The proposed trees include warm-white LED lighting, an ornament package with colors to be determined, and a two-foot lighted topper. Rental pricing also includes installation and removal.

| <b>Tree Size</b> | <b>Rental Estimate</b> | <b>Purchase Estimate Including Estimated Tax</b> |
|------------------|------------------------|--------------------------------------------------|
| 14-foot          | \$6,850                | Approximately \$14,175                           |
| 16-foot          | \$10,850               | Approximately \$18,665                           |
| 18-foot          | \$13,850               | Approximately \$26,716                           |

Optional enhancements may include a decorative tree base, lighted decorations surrounding the tree, and walk-through or photo opportunities. These options would result in additional costs.

Purchasing a tree would provide the City with an asset that could potentially be used in future years. However, ownership would also require the City to address freight, storage, transportation, annual installation and removal, maintenance, and replacement of damaged or

worn components. These ongoing costs are not fully reflected in the preliminary purchase estimates.

Rental would require a lower initial expenditure and would include installation and removal for the 2026 season. The City would not retain ownership of the tree and would incur a rental expense in future years if the Event continues.

For 2026, staff recommends renting an artificial tree. Rental would allow the City to evaluate the Event location, appropriate tree size, installation requirements, operational needs, and overall costs before considering a longer-term investment.

If the City continues hosting the Event in future years, staff could evaluate the purchase of a City-owned tree as part of the annual budget process.

Final tree size, placement, and vendor selection would be subject to site requirements, electrical capacity, available funding, and the City's purchasing requirements.

#### 2026 Event Budget

If directed to host the Event, the Community Services Department anticipates expenditures of up to \$25,000. No additional appropriation is requested. Funding would be provided through existing Fiscal Year 2026-2027 appropriations within the Community Services Department.

The Department has identified the following existing funding sources:

| <b>Funding Source</b>               | <b>Account Number</b> | <b>Amount</b>   |
|-------------------------------------|-----------------------|-----------------|
| Community Services - Camp Services  | 101-8030-8032-8268    | \$10,000        |
| Community Services - Special Events | 101-8030-8031-8264    | \$15,000        |
| <b>Total Available Funding</b>      |                       | <b>\$25,000</b> |

Based on preliminary planning, anticipated Event expenditures would include:

| <b>Anticipate Use</b>                                          | <b>Estimated Amount</b> |
|----------------------------------------------------------------|-------------------------|
| Holiday tree rental, installation/removal, lighting, and décor | \$11,000                |
| Event staffing and overtime                                    | \$4,000                 |
| Entertainment and programming                                  | \$3,000                 |
| Event production, equipment, and technical services            | \$2,500                 |
| Event supplies and community activities                        | \$2,500                 |
| Other Event-related costs / contingency                        | \$2,000                 |
| <b>Total</b>                                                   | <b>\$25,000</b>         |

The amounts above are preliminary planning estimates and may be adjusted among expenditure categories as Event planning progresses. Total expenditures would remain within available departmental appropriations.

Actual costs from the 2026 Event would be evaluated as part of future budget development

should the City continue hosting the Event.

### **Alternatives**

1) City Council may direct staff not to move forward with hosting the event and work with the Chamber to continue as event planner.

2) If the City Council directs staff to host the event, staff seeks additional direction regarding the type of holiday tree used for the 2026 Event. In lieu of renting or purchasing an artificial tree, the City Council may direct staff to explore other options, including:

- a. Use of a living boxed tree, similar to the approach used in prior years;
- b. Use of a live cut tree; or
- c. Another alternative identified by the City Council.

If alternative direction is provided, staff would evaluate availability, cost, installation and removal requirements, site conditions, maintenance needs, and other operational considerations before proceeding.

To the extent feasible, staff would implement the selected option within the existing funding identified for the 2026 Event. If an alternative would require additional funding or further City Council authorization, staff would return to the City Council for consideration.

### **Fiscal Impact**

No additional appropriation is requested as part of this item.

If the City Council directs staff to host the 2026 Holiday Lighting Ceremony, the Community Services Department anticipates spending up to \$25,000 from existing Fiscal Year 2026-2027 departmental appropriations. Funding would consist of \$10,000 from Community Services Camp Services Account No. 101-8030-8032-8268 and \$15,000 from Community Services Special Events Account No. 101-8030-8031-8264.

Anticipated expenditures include the holiday tree and related decorations, staffing and overtime, entertainment and programming, event production and equipment, supplies, community activities, and other Event-related costs.

Because 2026 would be the first year in which the Community Services Department assumes primary responsibility for producing the Event, actual expenditures would be tracked and evaluated to inform future budget development. If the City continues hosting the Event, future budget considerations may include recurring Event operating costs as well as the potential purchase, storage, installation, maintenance, and replacement costs associated with a City-owned holiday tree.

If the City Council does not direct staff to host the Event, the identified departmental funding would remain available for its existing budgeted purposes.

### **Public Notification**

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

Attachment:

## Attachment No. 1 - Holiday Tree Vendor Cost Comparison

## Attachment No. 1 - Holiday Tree Vendor Cost Comparison

### 2026 Holiday Tree Vendor Cost Comparison

*Preliminary quotes received for artificial holiday tree rental and purchase options*

| Vendor                | Tree Size | Rental Cost | Purchase Cost | Primary Inclusions                                                           | Material Qualifications                                              |
|-----------------------|-----------|-------------|---------------|------------------------------------------------------------------------------|----------------------------------------------------------------------|
| BrightLife Designs    | 14 ft     | \$6,850     | \$14,175      | Lit and decorated tree, topper, installation and removal                     | Purchase excludes freight; rental delivery not separately identified |
| BrightLife Designs    | 16 ft     | \$10,850    | \$18,665      | Lit and decorated tree, topper, installation and removal                     | Purchase excludes freight; rental delivery not separately identified |
| BrightLife Designs    | 18 ft     | \$13,850    | \$26,716      | Lit and decorated tree, topper, installation and removal                     | Purchase excludes freight; rental delivery not separately identified |
| Frost Christmas Props | 18 ft     | \$19,860    |               | Decorated tree, delivery/pickup, installation and tax                        | Rental only; red and gold custom décor noted                         |
| M&M Display           | 18 ft     |             | \$41,136      | Tree, custom décor, topper, shipping, installation/removal and tax           | Annual storage and delivery quoted separately                        |
| Dekra-Lite            | 20 ft     |             | \$48,716      | Tree, custom décor, topper, first-year installation/removal, storage and tax | Larger tree and broader first-year service scope                     |

#### Summary for Staff Report

For the directly comparable 18-foot options, quoted rental costs range from approximately \$13,850 to \$19,860. Quoted purchase costs range from approximately \$26,716 for an 18-foot tree to \$48,716 for a 20-foot tree. Because tree size and included services vary, the amounts are preliminary planning estimates rather than bids for identical specifications.

#### Staff Recommendation

Rent an artificial tree for the 2026 Event to evaluate the new location, appropriate tree size, installation requirements and operating costs before considering a long-term purchase.

*Notes: Costs are based on vendor quotes dated August 20-26, 2026. BrightLife purchase totals are calculated from each size-specific subtotal plus the tax rate reflected in the quote; freight may be additional. Optional enhancements are excluded. Final selection remains subject to site review, electrical capacity, vendor availability and City purchasing requirements.*

## Vendor Quote Detail and Normalization

| Vendor                | Option | Type     | Base/Materials | Delivery/Freight | Install/Removal/Storage | Tax        | Quoted/Calculated Total |
|-----------------------|--------|----------|----------------|------------------|-------------------------|------------|-------------------------|
| BrightLife Designs    | 14 ft  | Rental   | \$6,850.00     |                  | Included                | \$0.00     | \$6,850.00              |
| BrightLife Designs    | 16 ft  | Rental   | \$10,850.00    |                  | Included                | \$0.00     | \$10,850.00             |
| BrightLife Designs    | 18 ft  | Rental   | \$13,850.00    |                  | Included                | \$0.00     | \$13,850.00             |
| Frost Christmas Props | 18 ft  | Rental   | \$9,900.00     | \$1,450.00       | \$7,495.00              | \$1,014.75 | \$19,859.75             |
| BrightLife Designs    | 14 ft  | Purchase | \$10,520.00    | Not included     | \$2,550.00              | \$1,104.60 | \$14,174.60             |
| BrightLife Designs    | 16 ft  | Purchase | \$13,950.00    | Not included     | \$3,250.00              | \$1,464.75 | \$18,664.75             |
| BrightLife Designs    | 18 ft  | Purchase | \$18,340.00    | Not included     | \$6,450.00              | \$1,925.70 | \$26,715.70             |
| M&M Display           | 18 ft  | Purchase | \$26,978.00    | \$3,898.00       | \$7,495.00              | \$2,765.25 | \$41,136.25             |
| Dekra-Lite            | 20 ft  | Purchase | \$28,492.10    | \$0.00           | \$17,232.40             | \$2,991.68 | \$48,716.18             |

| Vendor             | Future/Optional Cost                                   | Amount      | Qualification                                                                 |
|--------------------|--------------------------------------------------------|-------------|-------------------------------------------------------------------------------|
| BrightLife Designs | Rental lighted motif package                           | \$2,250.00  | Optional                                                                      |
| BrightLife Designs | Rental 3 ft decorative base                            | \$1,050.00  | Available for 14 ft or 16 ft tree                                             |
| M&M Display        | Annual storage                                         | \$3,596.00  | Quoted at \$899 per quarter                                                   |
| M&M Display        | Annual delivery and return                             | \$1,967.00  | Installation/takedown in later years not clearly priced                       |
| Dekra-Lite         | Future annual labor, installation, removal and storage | \$17,232.40 | Quote states City owns tree after year one and remains responsible for line 3 |

Source files: BrightLife Designs Estimates 1266 and 1267 dated 08/26/2026; Frost Christmas Props Quote 1292 dated 08/20/2026; M&M Display proposal dated 08/20/2026; Dekra-Lite Quote QT111663 dated 08/24/2026.