

CITY OF SAN MARINO
CITY COUNCIL AGENDA

Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

John T. Schaefer, City Manager



www.cityofsanmarino.org

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City Hall Council Chamber

2200 Huntington Drive

San Marino, CA 91108

WEDNESDAY, APRIL 13, 2016
6:00 P.M.
CITY HALL
COUNCIL CHAMBER
2200 HUNTINGTON DRIVE, SAN MARINO, CA

The City of San Marino appreciates your attendance. Citizens' interest provides the Council with valuable information regarding issues of the community.

Regular Meetings are held on the 2nd Wednesday of every month at 6:00 p.m. Adjourned Regular Meetings are held on the last Friday of every month at 8:00 a.m.

In compliance with the American Disabilities Act, any person with a disability who requires a modification or accommodation in order to participate in a meeting should contact the City Clerk's Office at (626) 300-0705 at least 48 hours prior to the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Councilman Huang, Councilman Talt, Councilman Ward, Vice Mayor Sun, and Mayor Yung

POSTING OF AGENDA

The agenda is posted 72 hours prior to each meeting at the following locations: City Hall, 2200 Huntington Drive, the Crowell Public Library, 1890 Huntington Drive and the Recreation Department, 1560 Pasqualito Drive. The agenda is also posted on the City's Website: <http://www.cityofsanmarino.org>

PUBLIC COMMENTS

Section 54954.3 of the Brown Act provides an opportunity for members of the public to address the City Council on any item of interest to the public, before or during the Council's consideration of the item, that is within the subject matter jurisdiction of the City Council.

MOTION TO WAIVE FURTHER READINGS

This action permits the City Council to act on ordinances and resolutions without having to read the entire text of the ordinance or resolution. The title of an ordinance on First Reading must be read in its entirety. An ordinance on Second Reading does not require having the title read. However, the City Council may request that an ordinance or resolution be read in its entirety before taking any action.

PRESENTATIONS

1. **PRESENTATION OF PROCLAMATION RECOGNIZING APRIL 10-16, 2016 AS NATIONAL LIBRARY WEEK**
2. **PRESENTATION OF PROCLAMATION RECOGNIZING APRIL 2016 AS DMV/DONATE LIFE CALIFORNIA MONTH**
3. **RECOGNITION OF CITY ATTORNEY STEVE DORSEY FOR 30 YEARS OF SERVICE TO THE CITY**
4. **RECOGNITION OF BRENT BARKER FOR RENOVATING THE CITY HALL LANDSCAPE AREAS ON ROANOKE ROAD IN COMPLETION OF HIS EAGLE SCOUT PROJECT**
5. **REPORT ON VECTOR CONTROL ISSUES FROM THE CITY'S REPRESENTATIVE TO THE GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT – SCOTT KWONG**

STUDY SESSION

6. **FISCAL YEAR 2016-17 BUDGET REVIEW – POLICE DEPARTMENT**
7. **STATE OF SAN MARINO'S URBAN FOREST**

Recommendation: "A motion to 1) receive and file this report; and 2) direct staff to provide a treatment, removal and replacement strategy on the City's forestry."

CONSENT CALENDAR

Members of the public may at this time speak on any items on the Consent Calendar. After which, the Mayor will request members of the City Council to indicate if there are any items on the Consent Calendar that should be discussed individually. These items will be pulled from the Consent Calendar and acted on separately.

8. MARCH 2016 DISBURSEMENT REPORTS

Recommendation: “A motion to ratify and file the Disbursement Reports for the period ending March 31, 2016.”

9. APPROVAL OF MINUTES

Recommendation: “A motion to approve the City Council Minutes of the Adjourned Regular Meeting of February 26, 2016, the Special Meeting of March 9, 2016, the Joint Meeting with the Traffic Commission of March 9, 2016, and the Regular Meeting of March 9, 2016.”

10. AGREEMENT FOR DATA SHARING WITH FRANCHISE TAX BOARD

Recommendation: “A motion to direct the City Manager to execute the attached Standard Agreement.”

11. RENEWAL OF GENERAL SERVICES AGREEMENT WITH COUNTY OF LOS ANGELES

Recommendation: “A motion to authorize the Mayor to sign a renewal General Services Agreement with the County of Los Angeles.”

12. MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SAN MARINO AND THE FRIENDS OF THE CROWELL PUBLIC LIBRARY

Recommendation: “A motion to direct the City Manager to execute a Memorandum of Understanding with the Friends through December 31, 2019.”

13. AWARD OF BID – CARPET REPLACEMENT FOR STONEMAN RECREATION FACILITY

Recommendation: “A motion to authorize the City Manager execute an award of bid to Hampton Floor Covering for carpet replacement at Stoneman in the amount not to exceed of \$40,489.40.”

14. REJECTION OF BIDS FOR THE SLURRY SEAL AND STRIPING PROJECT – AREA 2 (NIB #N-16-01)

Recommendation: “A motion to 1) reject all bids for the Slurry Seal and Restriping Project Area #2; and 2) direct staff to re-bid the project.”

15. AWARD OF CONTRACT – ANIMAL CARE/CONTROL SERVICES

Recommendation: “A motion to authorize the City Manager to renew the contract with Pasadena Humane Society.”

16. RELOCATION OF DATA COLLECTION UNIT MI055-I CURRENTLY LOCATED AT 1435 CIRCLE DRIVE

Recommendation: “A motion to continue the project to the May 11, 2016 meeting to allow adequate time for the Southern California Gas Company to evaluate an alternate site near the southeast corner of Virginia Road and Encino Drive and coordinate co-location agreements with other agencies.”

17. APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) FOR CITY PARTICIPATION IN JUNE 26, 2016 SAN GABRIEL VALLEY GOLDEN STREETS FESTIVAL

Recommendation: “A motion to authorize the City Manager, on behalf of the City to sign a Memorandum of Understanding with the cities of Arcadia, Azusa, Duarte, Irwindale, Monrovia, South Pasadena and the County of Los Angeles to participate in the Golden Streets Festival.”

NEW BUSINESS

18. AWARD OF CONTRACT – LACY PARK ROSE ARBOR PROJECT

Recommendation: “A motion to 1) accept the donation from Dr. Matthew and Joy Lin in the amount of \$117,940,000 and appropriate the funds in the Parks Division budget for the restoration of the Arbor; and 2) appropriate an additional \$117,940.00 in expenditure account 394-50-4600-7150 for the restoration work; and 3) award the project for the Rose Arbor to Liberty Painting & Restoration of Brea, California for \$117,940.00; and 4) allow a fifteen percent (15%) contingency in an amount up to \$17,000 for any additional costs or change orders to be paid from the Parks Division budget, account #394-50-4600-7150.”

19. SOUTHERN CALIFORNIA EDISON OVERDUE STREETLIGHT PAYMENT

Recommendation: “A motion to 1) appropriate \$285,163 from the General Fund to account 101-48-4500-1980; and 2) authorize the City Manager to issue payment to Southern California Edison in the amount of \$285,163 for streetlight back charges from November 2012 through June 2015.”

WRITTEN COMMUNICATIONS This is an opportunity to announce any written communications pertaining to the City received by members of the City Council.

COUNCIL REPORTS This is an opportunity for members of the City Council to inform the public of any meetings or conferences they may have attended.

CITY MANAGER’S REPORT This is an opportunity for the City Manager to inform the City Council and the public of any upcoming events or matters of interest to the Community.

CITY COUNCIL CALENDAR

Scheduling Dates for Future Council Meetings.

PUBLIC WRITINGS DISTRIBUTED

All public writings distributed by the City of San Marino to at least a majority of the City Council regarding any item on this agenda will be made available at the Public Counter at City Hall located at 2200 Huntington Drive, San Marino, California.

PUBLIC COMMENTS

The public may at this time speak regarding any city-related issue, provided that no action shall be taken on any item not appearing on the agenda. Any person desiring to speak should complete a Speaker’s Form located at the entrance and hand it to the City Clerk. The Mayor reserves the right to place limits on duration of comments.

ADJOURNMENT

The San Marino City Council will adjourn to the next adjourned regular meeting to be held on **FRIDAY, APRIL 29, 2016, at 8:00 A.M.** in the City Hall Council Chamber, 2200 Huntington Drive, San Marino, California.

Dated: April 7, 2016

Posted: April 7, 2016

VERONICA RUIZ, CMC
CITY CLERK

**PRESENTATION OF PROCLAMATION
RECOGNIZING APRIL 10-16, 2016 AS NATIONAL
LIBRARY WEEK**

AGENDA ITEM NO. 1

**PRESENTATION OF PROCLAMATION
RECOGNIZING APRIL 2016 AS DMV/DONATE
LIFE CALIFORNIA MONTH**

AGENDA ITEM NO. 2

**RECOGNITION OF CITY ATTORNEY STEVE
DORSEY FOR 30 YEARS OF SERVICE TO THE
CITY**

AGENDA ITEM NO. 3

**RECOGNITION OF BRENT BARKER FOR
RENOVATING THE CITY HALL LANDSCAPE
AREAS ON ROANOKE ROAD IN COMPLETION OF
HIS EAGLE SCOUT PROJECT**

AGENDA ITEM NO. 4

**REPORT ON VECTOR CONTROL ISSUES FROM
THE CITY'S REPRESENTATIVE TO THE
GREATER LOS ANGELES COUNTY VECTOR
CONTROL DISTRICT – SCOTT KWONG**

**FISCAL YEAR 2016-17 BUDGET REVIEW –
POLICE DEPARTMENT**

AGENDA ITEM NO. 6

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: LUCY GARCIA, ASSISTANT CITY MANAGER
RON SERVEN, ENVIRONMENTAL SERVICES MANAGER

DATE: APRIL 13, 2016

SUBJECT: **STATE OF SAN MARINO'S URBAN FOREST**

*Allan Yung, MD,
Mayor*

*Richard Sun, DDS,
Vice Mayor*

*Steven W. Huang,
DDS, Council Member*

*Steve Talt, Council
Member*

*Richard Ward, Council
Member*

BACKGROUND

The City of San Marino is known for its magnificent mature trees. The 7,500 street and median trees and the 800 trees located in Lacy Park are a community asset valued in the millions of dollars. This Urban Forest provides environmental benefits, adds to property values and provides an enhanced quality of life for all residents.

Unfortunately, our trees suffer from the rigors of urban life such as air pollution, vandalism, compacted soils, limited growing spaces, drought and the extremes of our Southern California climate. In addition, many of our species of trees are impacted by destructive, exotic pests and other plant pathogens including soil born and/or naturally introduced funguses and diseases.

One of the most serious of issues the City as well as most areas of Southern California are facing now is the Polyphagous Shot Hole Borer (PSHB). This insect is an invasive wood-boring beetle that attacks dozens of tree species in Southern California, including commercial avocado groves, common landscape trees, and native species in urban and wildland environments.

PSHB spreads a disease called Fusarium Dieback (FD), which is caused by pathogenic fungi. Trees that are FD-susceptible may experience branch dieback, canopy loss, and, in some cases, tree mortality. The impacts of the invasive insect have been detected throughout the City, including at Lacy Park. The Huntington Library has also had significant infestations. Although various treatments and monitoring have been applied to enable long-term survival, many trees have inevitably been lost and/or continue to be at-risk. Certainly, the drought has made the trees especially vulnerable to these infestations.

Lacy Park- Polyphagous Shot Hole Borer (PSHB) Impacts

- There are 24 trees that have been removed of various sizes.
- An additional 42 plus trees are infected.
- Of these 21 medium to large trees that have been impacted significantly and may not survive, including the Sycamore trees in area 6, 4, and within the north lawn area.

FISCAL IMPACT

The estimated costs for the City's on-going treatment, removal and replacement of diseased and or dead trees are being included in next year's budget document. Staff will continue to spray infected trees in an effort to control the borer; however, the success rate of spraying is marginal. Staff believes that the most aggressive plans available should be pursued to save the existing mature trees. However, if these efforts fail and the tree mortality rate escalates, there will be fiscal impacts resulting primarily from tree replacement efforts. The approximate cost for new small trees (15 gallon or 24" box) is about \$250 a tree. A larger tree (60" box) can be around \$5,000, plus labor and materials. Lacy Park especially may require replacing trees with larger trees within high impact areas to provide a quicker visual appearance. |

RECOMMENDATION

Staff recommends the City Council direct staff to continue monitoring the health of the trees and seek alternative forms of treatment, if available, to ensure the trees' survival. Staff further recommends the City Council direct staff to evaluate the City's tree removal and replacement needs and provide an update to ensure an adequate allocation of funds and education to the community.

“A motion to receive and file this report; and

A motion directing staff to provide a treatment, removal and replacement strategy on the City's forestry.”

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City of San Marino AGENDA REPORT



Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

TO: MAYOR AND CITY COUNCIL
FROM: JOHN T. SCHAEFER, CITY MANAGER
BY: [LISA BAILEY, FINANCE DIRECTOR]
DATE: APRIL 13, 2016
SUBJECT: **DISBURSEMENTS REPORTS FOR THE MONTH OF MARCH, 2016**

BACKGROUND

Attached are the general account check register and wire transfer reports for the month of March, 2016. This report was prepared by the Account Clerk and has been reviewed and approved by the Finance Director. All disbursements for the month are summarized and totaled below.

FISCAL IMPACT

Schedule of Disbursements

<u>Date</u>	<u>Description</u>	<u>Amount In (Out)</u>
	General Account Checks 85978-86141 & EFTs	995,184.84
	Payroll Checks 52831-52858	16,593.65
	Workers' Compensation Checks 10888-	35,266.66
03/11/16	Direct Deposit	273,513.32
03/11/16	Fed Tax	58,514.09
03/11/16	State Tax	16,317.84
03/25/16	Direct Deposit	279,821.26
03/25/16	Fed Tax	61,148.41
03/25/16	State Tax	17,154.49
		<u>1,753,514.56</u>

**Schedule of Wire Transfers
Between LAIF and City Checking Accounts**

Date	Description	Amount In (Out)
03/09/16	From LAIF to Main	(400,000.00)
03/18/16	From LAIF to Main	(400,000.00)
03/24/16	From LAIF to Payroll	(365,000.00)
		(1,165,000.00)

**Schedule of Wire Transfers
Between US Bank Safekeeping and City Checking Accounts**

Date	Description	Amount In (Out)
	None	
		-

RECOMMENDATION

Staff recommends that the Council ratify and file the Disbursements Report for the period ending March 31, 2016. If Council concurs, the appropriate action would be:

“A motion to ratify and file the Disbursements Report for the period ending March 31, 2016.”

Attachments: Disbursements Report

City of San Marino

March, 2016 Disbursements Report

Account	Vendor	Description	Date	Check	Amount	Prior
Balance Sheet Accounts:						
Payroll Withholdings	PERS	PR Batch 00702.02.2016 PERS Employer Share	03/04/2016	0	49,021.75	
Payroll Withholdings	PERS (Medical)	PR Batch 00702.02.2016 Ins Prem Bene/125 Plan	03/04/2016	0	47,620.06	
Payroll Withholdings	PERS (Medical)	PR Batch 00702.03.2016 Ins Prem Bene/125 Plan	04/01/2016	0	47,620.06	
Payroll Withholdings	PERS	PR Batch 00702.03.2016 PERS Employer Share	04/01/2016	0	47,004.53	
Payroll Withholdings	PERS	PR Batch 00701.03.2016 PERS Employer Share	03/18/2016	0	46,594.19	
Payroll Withholdings	PERS	PR Batch 00702.02.2016 PERS Employee Paid (Full Time)	03/04/2016	0	26,977.51	
Payroll Withholdings	PERS	PR Batch 00702.03.2016 PERS Employee Paid (Full Time)	04/01/2016	0	25,986.69	
Payroll Withholdings	PERS	PR Batch 00701.03.2016 PERS Employee Paid (Full Time)	03/18/2016	0	25,598.53	
Agency Funds	San Marino School District	School Fee Feb 2016	03/16/2016	86128	16,393.44	
Agency Funds	Metro Water	Domestic Water Jan 2016	03/16/2016	0	10,827.30	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.02.2016 Deferred Comp	03/04/2016	0	7,567.05	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00701.03.2016 Deferred Comp	03/18/2016	0	7,567.05	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.03.2016 Deferred Comp	04/01/2016	0	7,567.05	
Payroll Withholdings	PERS (Medical)	PR Batch 00702.02.2016 Ins Prem Ded/125 Plan	03/04/2016	0	6,213.73	
Payroll Withholdings	PERS (Medical)	PR Batch 00701.03.2016 Ins Prem Ded/125 Plan	03/18/2016	0	6,213.73	
Payroll Withholdings	PERS (Medical)	PR Batch 00702.03.2016 Ins Prem Ded/125 Plan	04/01/2016	0	6,213.73	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.02.2016 Deferred Comp Benefit	03/04/2016	0	4,321.53	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00701.03.2016 Deferred Comp Benefit	03/18/2016	0	4,276.75	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.03.2016 Deferred Comp Benefit	04/01/2016	0	4,276.75	
Payroll Withholdings	Delta Dental	PR Batch 00702.02.2016 Dent Ins/125 Plan/PPO	03/04/2016	86088	4,060.53	
Agency Funds	San Marino School District	School Fee Feb 2016	03/16/2016	86128	3,954.72	
Agency Funds	San Marino School District	School Fee Feb 2016	03/16/2016	86128	3,890.80	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.03.2016 Retirement Health Savings Plan	04/01/2016	0	2,002.23	
Petty Cash	Petty Cash	Petty Cash - Easter Egg Hunt	03/01/2016	85990	2,000.00	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.02.2016 Retirement Health Savings Plan	03/04/2016	0	1,885.84	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00701.03.2016 Retirement Health Savings Plan	03/18/2016	0	1,885.84	
Payroll Withholdings	Lincoln National Life Insurance Co	PR Batch 00702.02.2016 Short/Long Term Disability	03/04/2016	86016	1,575.91	
Payroll Withholdings	Delta Dental	PPO Premium April 2016	03/16/2016	86088	1,093.70	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.02.2016 Med Flex/125 Plan	03/04/2016	0	1,085.79	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00701.03.2016 Med Flex/125 Plan	03/18/2016	0	1,085.79	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.03.2016 Med Flex/125 Plan	04/01/2016	0	1,085.79	
Payroll Withholdings	PERS	PR Batch 00701.03.2016 PERS Employee Paid (Part-Time)	03/18/2016	0	1,063.26	
Payroll Withholdings	Humana Insurance Co	PR Batch 00702.02.2016 ER Paid Life Insurance	03/04/2016	86009	1,053.19	
Payroll Withholdings	PERS	PR Batch 00702.03.2016 PERS Employee Paid (Part-Time)	04/01/2016	0	1,018.13	
Payroll Withholdings	U.S. Bank	PR Batch 00701.03.2016 PARS Employee Portion	03/18/2016	0	924.31	
Payroll Withholdings	U.S. Bank	PR Batch 00701.03.2016 PARS Employer Portion	03/18/2016	0	924.31	
Payroll Withholdings	U.S. Bank	PR Batch 00702.03.2016 PARS Employee Portion	04/01/2016	0	917.63	
Payroll Withholdings	U.S. Bank	PR Batch 00702.03.2016 PARS Employer Portion	04/01/2016	0	917.63	
Payroll Withholdings	PERS	PR Batch 00702.02.2016 PERS Employee Paid (Part-Time)	03/04/2016	0	834.46	
Payroll Withholdings	San Marino Police Officers Assn	PR Batch 00702.03.2016 San Marino PD Assn	04/01/2016	0	754.86	
Payroll Withholdings	San Marino Police Officers Assn	PR Batch 00701.03.2016 San Marino PD Assn	03/18/2016	0	724.86	
Payroll Withholdings	San Marino Firefighters Assn	PR Batch 00701.03.2016 Firefighter Dues	03/18/2016	0	657.50	
Payroll Withholdings	San Marino Firefighters Assn	PR Batch 00702.03.2016 Firefighter Dues	04/01/2016	0	657.50	

Account	Vendor	Description	Date	Check	Amount	Prior
Payroll Withholdings	Delta Dental	PR Batch 00702.02.2016 Dent Ins/125 Plan/HMO	03/04/2016	86088	610.45	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.02.2016 Life Insurance-After Tax	03/04/2016	0	595.41	
Payroll Withholdings	CA Law Enforcement Assn	PR Batch 00702.02.2016 Police Dept LTD/125 Plan	03/04/2016	85985	588.00	
Payroll Withholdings	Fidelity Security Life Insurance/Eyemed	PR Batch 00702.02.2016 Vision Ins/125 Plan	03/04/2016	85998	578.92	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00701.03.2016 Life Insurance-After Tax	03/18/2016	0	576.78	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.03.2016 Life Insurance-After Tax	04/01/2016	0	576.78	
Inventory	Dapper Tire Co	Tires	03/16/2016	0	552.83	
Payroll Withholdings	H. Wilson Insurancenter Inc	PR Batch 00702.02.2016 Fire Dept LTD/125 Plan	03/04/2016	0	540.00	
Payroll Withholdings	State Franchise Tax Board	PR Batch 00702.02.2016 Earnings Withholding Order	03/04/2016	86034	513.67	
Recreation Deposits	Claudia Sanchez	Refund -Deposit San Marino Center 1/16/16	03/16/2016	86063	500.00	
Recreation Deposits	One Dental Specialty Center	Refund- Deposit SMC 2/29/16	03/16/2016	86065	500.00	
Recreation Deposits	Erika Ramirez	Refund - Deposit SMC 3/12/16	03/16/2016	86067	500.00	
Recreation Deposits	Christin Yoo	Refund- Deposit San Marino Center 1/29/16	03/16/2016	86071	500.00	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.02.2016 Retirement Health Savings Plan	03/04/2016	0	487.17	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00701.03.2016 Retirement Health Savings Plan	03/18/2016	0	487.17	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.03.2016 Retirement Health Savings Plan	04/01/2016	0	487.17	
Payroll Withholdings	State Franchise Tax Board	PR Batch 00701.03.2016 Earnings Withholding Order	03/18/2016	86127	406.87	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.02.2016 Disability STD-After Tax	03/04/2016	0	401.84	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00701.03.2016 Disability STD-After Tax	03/18/2016	0	401.84	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.03.2016 Disability STD-After Tax	04/01/2016	0	401.84	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.02.2016 Accident Insurance-Before Tax	03/04/2016	0	374.05	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00701.03.2016 Accident Insurance-Before Tax	03/18/2016	0	374.05	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.03.2016 Accident Insurance-Before Tax	04/01/2016	0	374.05	
Payroll Withholdings	San Marino City Employees Assn	PR Batch 00701.03.2016 San Marino City Employee Assn	03/18/2016	0	317.25	
Payroll Withholdings	San Marino City Employees Assn	PR Batch 00702.03.2016 San Marino City Employee Assn	04/01/2016	0	317.25	
Payroll Withholdings	PERS	Adjustment for 2nd Tier Generals 2/12/16 PR	03/01/2016	0	303.01	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.02.2016 Deferred Comp-Management	03/04/2016	0	292.30	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00701.03.2016 Deferred Comp-Management	03/18/2016	0	292.30	
Payroll Withholdings	TIAA-Cref Financial Services	PR Batch 00702.03.2016 Deferred Comp-Management	04/01/2016	0	292.30	
Recreation Deposits	Siu Wai Lo	Refund- Tsunami Swim	03/16/2016	86057	288.00	
Inventory	Dapper Tire Co	Tires	03/01/2016	0	274.04	
Recreation Deposits	Diana Wong	Refund- Afterschool Daycare	03/16/2016	86062	271.00	
Payroll Withholdings	PERS	PR Batch 00702.02.2016 PERS Buy Back Pre-Tax	03/04/2016	0	249.81	
Payroll Withholdings	PERS	PR Batch 00701.03.2016 PERS Buy Back Pre-Tax	03/18/2016	0	249.81	
Payroll Withholdings	PERS	PR Batch 00702.03.2016 PERS Buy Back Pre-Tax	04/01/2016	0	249.81	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.02.2016 Cancer Insurance-Before Tax	03/04/2016	0	230.12	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00701.03.2016 Cancer Insurance-Before Tax	03/18/2016	0	230.12	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.03.2016 Cancer Insurance-Before Tax	04/01/2016	0	230.12	
Inventory	O'Reilly Auto Parts	Radiator	03/16/2016	86115	228.86	
Agency Funds	Friends of Crowell Public Lib	Reimbursement Feb 2016	03/16/2016	86095	213.75	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.02.2016 Dep Care/125 Plan	03/04/2016	0	208.33	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00701.03.2016 Dep Care/125 Plan	03/18/2016	0	208.33	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.03.2016 Dep Care/125 Plan	04/01/2016	0	208.33	
Payroll Withholdings	CA State Disbursement Unit	PR Batch 00702.02.2016 Earnings Withholding Order	03/04/2016	0	198.92	
Payroll Withholdings	CA State Disbursement Unit	PR Batch 00701.03.2016 Earnings Withholding Order	03/18/2016	0	198.92	
Payroll Withholdings	CA State Disbursement Unit	PR Batch 00702.03.2016 Earnings Withholding Order	04/01/2016	0	198.92	
Inventory	Garvey Equipment Company	Starter Unit 6594	03/16/2016	0	152.60	
Payroll Withholdings	LegalShield	PR Batch 00701.02.2016 Prepaid Legal Services	02/19/2016	0	135.54	

Account	Vendor	Description	Date	Check	Amount	Prior
Payroll Withholdings	LegalShield	PR Batch 00702.02.2016 Prepaid Legal Services	03/04/2016	0	135.54	
Inventory	The Lighthouse Inc	Rear Blues Unit #15	03/16/2016	0	133.04	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.02.2016 Cancer Insurance-After Tax	03/04/2016	0	123.35	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00701.03.2016 Cancer Insurance-After Tax	03/18/2016	0	123.35	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.03.2016 Cancer Insurance-After Tax	04/01/2016	0	123.35	
Payroll Withholdings	PERS	PR Batch 00702.03.2016 PERS Survivor Benefit	04/01/2016	0	98.58	
Payroll Withholdings	PERS	PR Batch 00702.02.2016 PERS Survivor Benefit	03/04/2016	0	97.65	
Payroll Withholdings	PERS	PR Batch 00701.03.2016 PERS Survivor Benefit	03/18/2016	0	97.65	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.02.2016 Accident Insurance-After Tax	03/04/2016	0	86.74	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00701.03.2016 Accident Insurance-After Tax	03/18/2016	0	86.74	
Payroll Withholdings	American Fidelity Assurance	PR Batch 00702.03.2016 Accident Insurance-After Tax	04/01/2016	0	86.74	
Recreation Deposits	Mary Miasnik	Refund	03/16/2016	86060	82.00	
Agency Funds	Friends of Crowell Public Lib	Reimbursement Jan 2016	03/16/2016	86095	79.00	
Payroll Withholdings	H. Wilson Insurancenter Inc	Premium Adjustment March 2016	03/01/2016	0	54.00	
Inventory	O'Reilly Auto Parts	Brake Pads & Wiper Fluid	03/01/2016	86024	52.06	
Inventory	O'Reilly Auto Parts	Brake Pads & Wiper Fluid	03/01/2016	86024	51.57	
Payroll Withholdings	Humana Insurance Co	Premium Adjustment March 2016	03/01/2016	86009	51.00	
Recreation Deposits	Brian Mcevoy	Refund - Tot Time	03/16/2016	86066	47.00	
Recreation Deposits	Doug Barry	Refund	03/16/2016	86058	40.00	
Inventory	O'Reilly Auto Parts	Engine Degreaser	03/16/2016	86115	37.80	
Payroll Withholdings	Lincoln National Life Insurance Co	Adjustment Premium March 2016	03/01/2016	86016	33.53	
Inventory	O'Reilly Auto Parts	Filters	03/01/2016	86024	26.39	
Payroll Withholdings	Delta Dental	HMO Premium April 2016	03/16/2016	86088	21.77	
Recreation Deposits	Norma Howard	Refund	03/16/2016	86064	20.00	
Inventory	O'Reilly Auto Parts	Filters	03/01/2016	86024	14.82	
Inventory	Garvey Equipment Company	Switch	03/16/2016	0	9.79	
Inventory	O'Reilly Auto Parts	Wheel Weights	03/16/2016	86115	9.37	
Payroll Withholdings	Fidelity Security Life Insurance/Eyemed	Premium Adjustment Feb 2016	03/01/2016	85998	8.15	
Inventory	O'Reilly Auto Parts	Cabin Fitter	03/01/2016	86024	6.55	
Agency Funds	Friends of Crowell Public Lib	Reimbursement Dec 2015	03/16/2016	86095	6.50	
Payroll Withholdings	LegalShield	Adjustment Premiun March 2016	03/01/2016	0	-0.03	
Payroll Withholdings	PERS (Medical)	Premium Adjustment March 2016	03/01/2016	0	-1,087.66	
					452,040.98	363,901.96
Revenues:						
101-00-3040-0000	California American Water	Franchise Fee Feb- Mar 2016	03/16/2016	86082	6.73	
101-00-3040-0000	California American Water	Franchise Fee Jan-Feb 2016	03/01/2016	85987	5.25	
					11.98	-
City Council Accounts:						
101-01-4480-0000	U.S. Bank	New Moon- Council Meeting Dinner	03/11/2016	86054	167.15	
101-01-4480-0000	U.S. Bank	League Cities - Meeting Mayor Yung	03/11/2016	86054	45.00	
101-01-4480-0000	U.S. Bank	Trader Joes- Council Meeting Snacks	03/11/2016	86054	14.25	
					226.40	202.92
Administration Accounts:						
595-07-4356-0000	Keenan Associates	Excess Workers' Comp Premium 1/14/16-1/14/17	03/16/2016	86103	80,880.00	
101-07-4150-0000	Kaizen info Source LLC	Records Management Project	03/16/2016	86102	15,244.29	
101-07-4016-0000	PERS (Medical)	Premuims Retired Medical April 2016	03/29/2016	0	13,025.00	
101-07-4016-0000	PERS (Medical)	Premium Retired Medical March 2016	03/01/2016	0	12,875.00	
101-07-4106-2755	Richards Watson & Gershon	Legal Service 11/24/15-1/31/16	03/16/2016	86123	8,775.69	

Account	Vendor	Description	Date	Check	Amount	Prior
101-07-4106-3415	Filarsky & Watt LLP	Legal Service 1/29/16-2/29/16	03/16/2016	0	2,676.44	
101-07-4500-1980	Southern California Edison	Electrical Service Jan-Feb 2016	03/01/2016	86033	2,640.67	
101-07-4150-0000	TIAA-Cref Financial Services	Annual Trust Company Fee 2015	03/01/2016	0	2,500.00	
101-07-4500-9025	AT&T	Phone Service Jan-Feb 2016	03/01/2016	85982	2,499.94	
595-07-4356-0000	AdminSure Inc	Workers' Compensation Claims Admin Oct 2015	03/16/2016	86072	1,780.00	
595-07-4356-0000	AdminSure Inc	Workers' Compensation Claims Admin Feb 2015	03/16/2016	86072	1,780.00	
101-07-4016-0000	John Penido	Medical Retirement March 2016	03/16/2016	0	1,257.00	
101-07-4150-0000	Laurie Kajiwara	Community Newsletter March 2016	03/01/2016	0	1,250.00	
101-07-4150-0000	SLK.US Inc	IT Services March 2016	03/16/2016	0	1,165.50	
101-07-4202-0000	ECP-SMT Aquisition, LLC	Notice #N-16-01 Publish 2/19/16	03/01/2016	0	1,056.72	
101-07-4202-0000	ECP-SMT Aquisition, LLC	Notice #N-16-02 & #N -16-03 Publish 2/12/16	03/01/2016	0	982.80	
101-07-4420-0000	PGI, Inc	City Newsletter - Feb 2016	03/16/2016	86117	929.40	
101-07-4150-0000	Aurora Environmental Inc	AB939 Compliance Report 11/15-1/16	03/01/2016	0	775.73	
101-07-4150-0000	Hinderliter deLlamas & Associa	Audit Service Sales Tax Quater 3 2015	03/16/2016	86101	597.93	
101-07-4480-0000	U.S. Bank	City Clerk Associations- Conference	03/11/2016	86054	595.00	
101-07-4150-0000	George Wallis	Janitorial Service Feb 2016	03/01/2016	85996	577.88	
101-07-4106-2755	Richards Watson & Gershon	Legal Service 1/1/16-1/31/16	03/16/2016	86123	550.00	
101-07-4500-9025	Time Warner Cable	Cable Internet - 2/6/16-4/5/16	03/16/2016	86132	529.98	
101-07-4476-0000	State Farm Insurance	Surety Bond 4/13/16-4/13/17 M. Wang	03/01/2016	86037	400.00	
101-07-4376-0000	SAP Digital Corp	Window Envelopes	03/16/2016	0	354.25	
101-07-4480-0000	U.S. Bank	League of California Meeting	03/11/2016	86054	325.00	
101-07-4150-0000	PERS (Medical)	Administrative Fee March 2016	03/01/2016	0	324.36	
101-07-4150-0000	PERS (Medical)	Administrative Fee April 2016	03/29/2016	0	322.15	
101-07-4396-0000	U.S. Bank	Rotary Club- Quarter Jan 1 Dues	03/11/2016	86054	305.00	
101-07-4150-0000	Hinderliter deLlamas & Associa	Contract Service Sales Tax 1st Quarter	03/16/2016	86101	300.00	
101-07-4376-0000	Office Depot	Paper, Supplies and Breakroom Supplies	03/01/2016	86023	272.46	
101-07-4376-0000	Martin & Chapman Co	Minute Books for Ordinance Resolutions	03/16/2016	86109	266.52	
101-07-4500-4950	The Gas Company	Gas Service Jan-Feb 2016	03/01/2016	86040	259.13	
101-07-4316-0000	GE Capital	Copier Lease March 2016	03/16/2016	86097	247.87	
101-07-4106-2755	Richards Watson & Gershon	Legal Service 1/1/16-1/31/16	03/16/2016	86123	242.50	
101-07-4436-0000	St. George's Medical Clinic	Physical - R.Ruiz	03/16/2016	86129	195.00	
101-07-4436-0000	St. George's Medical Clinic	Physical - L.Veron	03/16/2016	86129	195.00	
101-07-4436-0000	St. George's Medical Clinic	Physical -K.Gonzalez	03/16/2016	86129	195.00	
101-07-4436-0000	St. George's Medical Clinic	Physical -V.Alvarez	03/16/2016	86129	195.00	
101-07-4436-0000	St. George's Medical Clinic	Physical - C.Arias	03/16/2016	86129	195.00	
101-07-4436-0000	Department of Justice	Live Scan Jan 2016	03/16/2016	86089	192.00	
101-07-4376-0000	Office Depot	Ink and Supplies	03/16/2016	86113	186.94	
101-07-4106-2755	Dapeer,Rosenblit & Litvak LLP	Overweight Vehicles Legal Advise- 10/1/15-10/31/15	03/01/2016	85995	185.60	
101-07-4206-0000	ACR Air Conditioning	AC Maintenance	03/16/2016	0	170.00	
101-07-4436-0000	Department of Justice	Live Scan Feb 2016	03/16/2016	86089	160.00	
101-07-4316-0000	GreatAmerica Financial Services	Postage Machine March 2016	03/16/2016	86100	143.91	
101-07-4376-0000	Pacific Insurance Network Systems	Insurance Tracking Fee Feb 2016	03/01/2016	86027	125.00	
101-07-4376-0000	Pacific Insurance Network Systems	March Insurance Tracking Fee	03/16/2016	86119	125.00	
101-07-4500-9025	AT&T	Phone Service Feb-March 2016	03/16/2016	86076	103.27	
101-07-4206-0000	SDS Security Design Systems	Alarm Service L84-086 March 2016	03/16/2016	86125	99.00	
101-07-4376-0000	Office Depot	Paper and Supplies	03/01/2016	86023	80.28	
101-07-4376-0000	Office Depot	Paper and Boxes	03/16/2016	86113	79.00	
101-07-4206-0000	SDS Security Design Systems	Alarm Service L85-278 March 2016	03/16/2016	86125	75.00	

Account	Vendor	Description	Date	Check	Amount	Prior
101-07-4480-0000	U.S. Bank	Papa John Pizza - Pizza for Homeless Count Volunteers	03/11/2016	86054	67.00	
101-07-4376-0000	Vina Engraving	Council Photo Nameplates S. Huang & S.Talt	03/16/2016	86139	52.32	
101-07-4480-0000	U.S. Bank	Sweet & Savory - Food for AD Hoc Meeting	03/11/2016	86054	43.60	
101-07-4480-0000	MMASC	N. Los Angeles Trackside Luncheon - J. Schaefer 4/17/16	03/22/2016	86141	35.00	
101-07-4396-0000	CB Merchant Services	Quarterly Membership Dues	03/16/2016	86086	32.00	
101-07-4309-0000	San Marino Security Systems	Double Payment on Building Permit	03/01/2016	86031	25.00	
101-07-4376-0000	San Marino School District	Lamination Sign	03/01/2016	86036	5.51	
101-07-4500-9460	California American Water	Water Service Feb- Mar 2016	03/16/2016	86082	4.58	
					161,529.22	113,360.09
Planning & Bulding Accounts:						
101-14-4104-6270	VCA Code Group	Plan Review Service 12/27/15-1/30/16	03/16/2016	0	9,025.00	
101-14-4106-0950	Dapeer,Rosenblit & Litvak LLP	Legal Code Enforcement -10/1/15-10/31/15	03/01/2016	85995	5,487.00	
101-14-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	4,989.77	
101-14-4104-6270	VCA Code Group	Inspection Service 12/27/15-1/30/16	03/16/2016	0	2,520.00	
101-14-4104-6270	VCA Code Group	Fire Protection Plan Review Service 12/27/15-1/30/16	03/16/2016	0	2,124.00	
101-14-4106-2755	Richards Watson & Gershon	Legal Service 1/1/16-1/31/16	03/16/2016	86123	2,100.00	
101-14-4104-6270	VCA Code Group	Inspection Service Erburu Gallery 12/27/15-1/30/16	03/16/2016	0	1,575.00	
101-14-4202-0000	ECP-SMT Aquisition, LLC	Notice #N-16-05 & #N -16-06 Publish 2/12/16	03/01/2016	0	1,333.80	
101-14-4106-0950	Dapeer,Rosenblit & Litvak LLP	Legal Code Enforcement -1/5/16-1/31/16	03/01/2016	85995	917.70	
101-14-4202-0000	ECP-SMT Aquisition, LLC	Notice #N-16-04 Publish 2/12/16	03/01/2016	0	856.44	
101-14-4104-6270	VCA Code Group	Over the Counter Plan Review Service 12/27/15-1/30/16	03/16/2016	0	712.50	
101-14-4150-0000	SLK.US Inc	IT Services March 2016	03/16/2016	0	666.00	
101-14-4396-0000	U.S. Bank	American Planning Assoc- Membership A. Merlo 4/1/16-3/31/17	03/11/2016	86054	485.00	
101-14-4396-0000	U.S. Bank	American Planning Assoc- Membership A. Cervantes 4/1/16-3/31/17	03/11/2016	86054	455.00	
101-14-4420-0000	Dri-Stick Decal Corp	Business License Vehicle Stickers	03/01/2016	86030	374.09	
101-14-4412-0000	UPS	Postage	03/01/2016	86043	226.78	
101-14-3312-0000	Stephen Hua	Reissues-Variance Refund 2724 Carlaris Rd- Name Change on Cher	03/01/2016	85978	145.00	
101-14-4399-0000	GE Capital	Copier Lease Feb 2016	03/01/2016	86001	144.97	
101-14-4399-0000	GE Capital	Copier Lease April 2016	03/16/2016	86097	144.97	
101-14-4399-0000	CopyFree Technology Inc	Contract Overage 11/29/15-2/28/16	03/01/2016	85994	134.69	
101-14-4399-0000	CopyFree Technology Inc	Contract Base 2/29/16-5/28/16	03/01/2016	85994	117.00	
101-14-3312-0000	Lindsay Vuchetich	Refund Certificate of Occupany Application 2318 Huntington Dr	03/16/2016	86068	95.00	
101-14-4376-0000	Office Depot	Paper and Supplies	03/16/2016	86113	86.72	
101-14-4376-0000	Office Depot	Labels	03/01/2016	86023	76.28	
101-14-4500-9025	Verizon Wireless	IPads 1/24/16-2/23/16	03/16/2016	86138	76.02	
101-14-4468-0000	U.S. Bank	USD AG & Natural - Tree Seminar 1/27/16	03/11/2016	86054	65.00	
101-14-4376-0000	U.S. Bank	Walmart - Brita Faucet Replacement Filter	03/11/2016	86054	47.38	
101-14-4376-0000	Office Depot	Supplies	03/01/2016	86023	26.97	
101-14-4508-0000	U.S. Bank	Chervon- Fuel for Planning Dept Jeep	03/11/2016	86054	25.00	
					35,033.08	20,047.01
Police Accounts:						
103-30-4508-0000	Communications Center	Police Vehicle Outfitting	03/16/2016	0	9,861.53	
103-30-4150-0000	SLK.US Inc	IT Services March 2016	03/16/2016	0	6,660.00	
103-30-4150-0000	All City Management Services Inc	School Crossing Guard Service 1/31/16-2/13/16	03/01/2016	0	5,408.34	
103-30-4150-0000	All City Management Services Inc	School Crossing Guard Service 2/14/16-2/27/16	03/16/2016	0	5,341.98	
103-30-4150-0000	Pasadena Humane Society	Animal Control Service Feb 2016	03/16/2016	0	4,245.00	
103-30-4150-0000	Department of Justice	Live Scan Feb 2016	03/16/2016	86089	1,476.00	
103-30-4150-0000	Revenue Management- Parking Revenue Superior Court of California, County of LA	Revenue Distribution County Fees Jan 2016	03/16/2016	86130	1,405.00	

Account	Vendor	Description	Date	Check	Amount	Prior
103-30-4150-0000	Revenue Management- Parking Revenue Superior Court of California, County of LA	Revenue Distribution Dec 2015	03/01/2016	86039	1,355.00	
103-30-4508-0000	Samayoa's Mobile Car Wash	Car Wash - February 2016	03/01/2016	0	1,300.00	
103-30-4150-0000	Department of Justice	Live Scan Jan 2016	03/16/2016	86089	1,297.00	
103-30-4150-0000	George Wallis	Janitorial Service Feb 2016	03/01/2016	85996	919.85	
103-30-4480-0000	U.S. Bank	IAPE - Training Seminar 12/1-12/2/15 Sgt. Tebbetts & Det. Garcia	03/11/2016	86054	725.00	
103-30-4436-0000	St. George's Medical Clinic	Physical K.Cordischi	03/16/2016	86129	595.00	
103-30-4420-0000	Office Depot	Toner and Paper	03/16/2016	86113	505.47	
103-30-4376-0000	Office Depot	Supplies	03/16/2016	86113	486.87	
103-30-4500-9025	AT&T	Phone Service Feb-March 2016	03/16/2016	86076	477.46	
103-30-4150-0000	Phoenix Group Information Systems	Parking Citation Processing Dec 2015	03/01/2016	86026	464.24	
103-30-4468-0000	U.S. Bank	Remington Arms Co- Shotgun Armorers Class 2/8-2/9/16- K.Wu	03/11/2016	86054	450.00	
103-30-4508-0000	U.S. Bank	Honda of Glendale- Brake & Tire Repair	03/11/2016	86054	431.70	
103-30-4436-0000	Susan Saxe-Clifford PH.D. Inc	Psychological Evaluation - Applicant	03/01/2016	86032	400.00	
103-30-4436-0000	Susan Saxe-Clifford PH.D. Inc	Psychological Evaluation Police Officer Applicant	03/16/2016	86124	400.00	
103-30-4500-9025	AT&T	Interstate Dedicated Private Line Service March 2016	03/16/2016	86077	395.46	
103-30-4415-0000	U.S. Bank	CSULB- Training Lt Ward 5/23-5/25/16	03/11/2016	86054	328.00	
103-30-4396-0000	U.S. Bank	Rotary Club - Quarter Membership Jan 2016	03/11/2016	86054	305.00	
103-30-4508-0000	U.S. Bank	American Tires - Tire for PD unit #1	03/11/2016	86054	266.63	
103-30-4500-9025	AT&T	Phone Service Jan-Feb 2016	03/01/2016	85982	263.97	
103-30-4316-0000	GE Capital	Copier Lease 4/16-5/15/16	03/16/2016	86097	259.42	
103-30-4150-0000	Time Warner Cable	Cable Internet - 3/1/16-3/31/16	03/16/2016	86132	214.99	
103-30-4500-9025	AT&T Mobility	Wireless Phones 1/24/16-2/23/16	03/16/2016	86078	191.30	
103-30-4399-0000	American Express	Computer Hardware	03/16/2016	86074	169.98	
103-30-4415-0000	Victor Gee	Meals - Training 2/8/16-2/12/16	03/16/2016	0	148.52	
103-30-4415-0000	Victor Gee	Mileage - Training 2/8/16-2/12/16	03/16/2016	0	132.84	
103-30-4415-0000	Brian Wong	Meals - Training 1/25/16-2/5/16	03/16/2016	0	130.96	
103-30-4508-0000	Voyager Fleet Systems Inc	Gasoline 1/25/16-2/24/16	03/01/2016	86048	121.24	
103-30-4376-0000	Dan Gosserand	Reimbursement for Supplies for Rotary Chili Cook-Off	03/01/2016	86004	119.89	
103-30-4508-0000	All Car Specialists Inc	Alignment Unit 3	03/01/2016	85980	110.00	
103-30-4500-4950	The Gas Company	Gas Service Jan-Feb 2016	03/01/2016	86040	93.36	
103-30-4415-0000	Dan Gosserand	Reimbursement Meals	03/16/2016	86098	92.65	
103-30-4376-0000	Remington Water	Drinking Water Service March 2016	03/16/2016	86122	75.00	
103-30-4415-0000	Victor Gee	Mileage Training 2/1/16-2/4/16	03/16/2016	0	65.45	
103-30-4206-0000	Office Depot	Building Repair Supplies	03/16/2016	86113	61.18	
103-30-4415-0000	Victor Gee	Meals- Training 2/1/16-2/4/16	03/16/2016	0	56.65	
103-30-4206-0000	U.S. Bank	Home Depot - Shelving for PD Evidence Closet	03/11/2016	86054	56.07	
103-30-4396-0000	U.S. Bank	Lexisnexis Risk Data-2/1/16-2/29/16	03/11/2016	86054	51.00	
103-30-4415-0000	Victor Gee	Mileage - Training 2/15/16-2/19/16	03/16/2016	0	48.98	
103-30-4480-0000	Kenric Wu	Reimbursement- Meals 2/8-2/9/16	03/16/2016	0	48.88	
103-30-4150-0000	San Gabriel Valley Medical Ctr	In Custody- Blood Drawn CR15-1173	03/01/2016	86035	48.00	
103-30-4396-0000	U.S. Bank	Spokeo Name Search	03/11/2016	86054	46.80	
103-30-4316-0000	American Express	Equipment Repair & Maintenance	03/16/2016	86074	46.33	
103-30-4415-0000	Victor Gee	Meals - Training 2/15/16-2/19/16	03/16/2016	0	45.32	
103-30-4480-0000	Kenric Wu	Reimbursement - Meals 2/11-2/12/16	03/16/2016	0	42.02	
103-30-4206-0000	San Marino Lock & Safe Co	Duplicate Keys	03/16/2016	0	39.24	
103-30-4415-0000	Rio Hondo College	Training- 5/9-5/13/16 S. Franco	03/01/2016	86029	38.00	
103-30-4415-0000	Dan Gosserand	Reimbursement - Fuel	03/16/2016	86098	34.34	
103-30-4376-0000	Petty Cash	Office Supplies	03/16/2016	86084	28.34	

Account	Vendor	Description	Date	Check	Amount	Prior
217-30-4613-0000	U.S. Bank	Big Lots- Boxes & Lids for the Evidence Room	03/11/2016	86054	24.20	
103-30-4206-0000	Vina Engraving	Custom Plate Engraving	03/01/2016	86047	23.98	
103-30-4376-0000	U.S. Bank	CVS Pharmacy - Batteries	03/11/2016	86054	21.79	
103-30-3321-0000	Marilyn Holdsworth	Refund- Alarm Permit (Paid Twice)	03/01/2016	85979	15.00	
103-30-4376-0000	U.S. Bank	CVS/Pharmacy - Batteries	03/11/2016	86054	14.70	
103-30-4508-0000	U.S. Bank	Alhambra Nissan- Exhaust gasket PD Unit # 8	03/11/2016	86054	10.38	
103-30-4480-0000	Petty Cash	Gas	03/16/2016	86084	10.00	
103-30-4480-0000	U.S. Bank	Service Fee - Training Lt Ward 5/23-5/25/16	03/11/2016	86054	9.02	
103-30-4420-0000	Petty Cash	CVS Photos Printing	03/16/2016	86084	0.63	
103-30-4508-0000	Voyager Fleet Systems Inc	Taxes Adjustment 1/25/16-2/24/16	03/01/2016	86048	-6.79	
103-30-3201-0000	Pasadena Humane Society	Less Impound Fees Feb 2016	03/16/2016	0	-76.00	
103-30-3201-0000	Pasadena Humane Society	Less License Credit Feb 2016	03/16/2016	0	-1,180.00	
					<u>47,248.16</u>	<u>53,890.51</u>
Fire Accounts:						
103-34-4014-0000	Employment Development Dept	Unemployment Insurance 10/1/15-12/31/15 B. Drake	03/16/2016	86090	5,333.00	
103-34-4508-0000	Valley Power Systems Inc	Vehicle Maintenance E91	03/16/2016	86135	3,328.19	
103-34-4150-0000	Wittman Enterprises LLC	Billing Service Jan 2016	03/01/2016	0	2,310.99	
103-34-3332-0000	Lamont, Hanley Associates Inc	Refund - Overpayment/Payment in Error Paul Davis	03/16/2016	86059	2,275.62	
103-34-4150-0000	SLK.US Inc	IT Services March 2016	03/16/2016	0	1,998.00	
103-34-4376-0000	Life-Assist Inc	Ambulance Supplies	03/01/2016	86015	1,499.88	
103-34-4500-9025	AT&T	Phone Service Feb-March 2016	03/16/2016	86076	760.46	
103-34-4480-0000	Los Angeles Area Fire Chiefs' Assoc	LA Area Fire Chiefs Assoc. Bear Paw Conference 4/13-4/15/16	03/16/2016	86094	700.00	
103-34-4376-0000	Zoll Medical Corporation	Ambulance Supplies	03/01/2016	86051	457.80	
103-34-4508-0000	Fire Apparatus Solutions	Fire Engine Pump Test	03/16/2016	86092	399.50	
103-34-4508-0000	Fire Apparatus Solutions	Fire Engine Pump Test	03/16/2016	86092	399.50	
103-34-4500-4950	The Gas Company	Gas Service Jan-Feb 2016	03/01/2016	86040	277.52	
103-34-4468-0000	U.S. Bank	SBSD- Fire Investigation Training 3/7-3/11/16 &5/17-5/19/16 J,Ts	03/11/2016	86054	265.00	
103-34-4492-0004	Allstar Fire Equipment Inc	Uniforms Safety	03/01/2016	0	259.86	
103-34-4376-0000	Mas Modern Marketing Inc	Public Educations Supplies	03/01/2016	86018	251.29	
103-34-4468-0000	Jeffrey Tsay	Reimbursement - Training -Training Instructor 1B 2/17/16	03/16/2016	0	250.00	
103-34-3332-0000	United Healthcare	Refund- Overpayment/Payment in Error -Marlow Needs	03/16/2016	86061	218.87	
103-34-4150-0000	Canon Financial Services Inc	Copier Lease March 2016	03/01/2016	85988	210.34	
103-34-4508-0000	Foothill Communication LLC	Vehicle Computer Maintenance	03/16/2016	86093	200.00	
103-34-4376-0000	233-Praxair Distribution Inc	Oxygen	03/01/2016	0	181.75	
103-34-4468-0000	Timothy Chow	Reimbursement for Fire Officer Class 2/10/15	03/01/2016	85991	150.00	
103-34-3332-0000	Lindsay Vuchetich	Refund Certificate of Occupany Application 2318 Huntington Dr	03/16/2016	86068	145.00	
281-34-4376-0000	U.S. Bank	Garnish Cafe - Event for the Chief	03/11/2016	86054	135.38	
103-34-3332-0000	LA Care Health Plan	Refund- Overpayment/Payment Error- Sean Harding	03/16/2016	86070	133.82	
103-34-4508-0000	U.S. Bank	Coats Product - Vehicle Cleaning Supplies	03/11/2016	86054	132.98	
103-34-4492-0004	U.S. Bank	Wolfpak Leather Works	03/11/2016	86054	131.49	
103-34-4376-0000	U.S. Bank	Vina- Engraving - Fire Chief Name Plate	03/11/2016	86054	120.00	
103-34-4508-0000	Valley Power Systems Inc	Replace Batteries for E91	03/01/2016	86045	120.00	
103-34-3332-0000	Valerie Williams -Siler	Refund- Overpayment/Payment Error- Valeria Williams-Siler	03/16/2016	86069	100.00	
103-34-4436-0000	St. George's Medical Clinic	DMV Physical A. Alvarado	03/16/2016	86129	100.00	
103-34-4436-0000	St. George's Medical Clinic	DMV Physical D.Tannehill	03/16/2016	86129	100.00	
103-34-4206-0000	AmeriPride Services Inc	Towels	03/16/2016	86075	93.91	
103-34-4206-0000	AmeriPride Services Inc	Towels	03/01/2016	85981	93.87	
103-34-4206-0000	AmeriPride Services Inc	Towels	03/01/2016	85981	92.03	

Account	Vendor	Description	Date	Check	Amount	Prior
103-34-4206-0000	AmeriPride Services Inc	Towels	03/01/2016	85981	92.03	
103-34-4206-0000	AmeriPride Services Inc	Towels	03/16/2016	86075	92.03	
103-34-4206-0000	AmeriPride Services Inc	Towels	03/16/2016	86075	92.03	
103-34-4206-0000	SDS Security Design Systems	Alarm Service L85-278 March 2016	03/16/2016	86125	87.00	
103-34-4376-0000	Zoll Medical Corporation	Ambulance Supplies	03/01/2016	86051	77.66	
103-34-4468-0000	Jeffrey Tsay	Reimbursement - Training -California State Fire Marshal 3/2/16	03/16/2016	0	61.00	
103-34-4480-0000	U.S. Bank	Starbucks- Shared Command Staff Meeting Treats	03/11/2016	86054	58.15	
103-34-4508-0000	U.S. Bank	Orchard Supply Vehicle Cleaning Supplies	03/11/2016	86054	49.01	
103-34-4500-9025	AT&T	Phone Service Jan-Feb 2016	03/01/2016	85982	46.24	
103-34-4492-0003	U.S. Bank	Venture County Prof Fire- Fire Chief Belt Buckle	03/11/2016	86054	38.25	
103-34-4480-0000	U.S. Bank	Starbucks- Chief's Meeting Food	03/11/2016	86054	31.10	
103-34-4316-0000	Turnout Maintenance Co LLC	Safety Equipment Maintenance	03/01/2016	86042	30.00	
103-34-4508-0000	U.S. Bank	Superbrightled- Dashboard Lights for Engine 791	03/11/2016	86054	17.31	
103-34-4376-0000	Remington Water	Drinking Water Service March 2016	03/16/2016	86122	15.00	
103-34-4376-0000	U.S. Bank	UPS Store - Shipping to Walter Reid	03/11/2016	86054	14.30	
103-34-4492-0004	U.S. Bank	Uniquie Cleaners- Uniform Cleaning	03/11/2016	86054	5.00	
281-34-4376-0000	U.S. Bank	CVS Pharmacy- Card for Injured Soldier	03/11/2016	86054	4.35	
					24,036.51	131,741.74
Emergency Services Accounts:						
101-36-4500-9025	HP Communications Inc	Satelite Phone EOC- 2/1/16-2/1/17	03/01/2016	86008	627.60	
101-36-4500-9025	HP Communications Inc	Satelite Phone EOC-2/1/15-2/1/16	03/01/2016	86008	627.60	
101-36-4500-9025	Verizon Wireless	IPhones, IPads & DFib Phones 1/26.16-2/25/16	03/16/2016	86138	375.06	
101-36-4500-9025	Verizon Wireless	Phones, Ipads, & DFib Phones Service 12/26/15-1/25/16	03/01/2016	86046	371.47	
101-36-4468-0000	U.S. Bank	Expedia-Fire House World Conference Hotel Stay	03/11/2016	86054	343.60	
101-36-4500-9025	AT&T	Phone Service Jan-Feb 2016	03/01/2016	85982	229.12	
101-36-4376-0000	Mark Phillips	Reimbursement - Emergency Supplies	03/16/2016	86118	188.97	
101-36-4316-0000	Foothill Communication LLC	Radio Repair	03/01/2016	85999	100.00	
101-36-4376-0000	U.S. Bank	Amazon- Emergency Supplies	03/11/2016	86054	65.38	
101-36-4468-0000	U.S. Bank	Grand Hyatt - Overnight Parking -	03/11/2016	86054	32.00	
101-36-4376-0000	U.S. Bank	Orchard Supply - Emergency Supplies	03/11/2016	86054	29.36	
101-36-4376-0000	U.S. Bank	Smart n Final- Cert Supplies	03/11/2016	86054	27.14	
					3,017.30	16,943.10
Public Works Administration Accounts:						
101-40-4104-0000	Interwest Consulting Group	Interim Park&PW Director/City Engineer 1/1/16-1/31/16	03/01/2016	86010	4,625.00	
101-40-4104-0000	Interwest Consulting Group	Traffic Engineering Service 1/1/16-1/31/16	03/01/2016	86010	1,932.50	
101-40-4014-0000	Employment Development Dept	Unemployment Insurance 10/1/15-12/31/15 C.Soltis	03/16/2016	86090	816.50	
101-40-4150-0000	SLK.US Inc	IT Services March 2016	03/16/2016	0	666.00	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	435.00	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	435.00	
101-40-4150-0000	George Wallis	Janitorial Service Feb 2016	03/01/2016	85996	331.64	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	290.00	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	290.00	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	290.00	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	290.00	
101-40-4468-0000	IMSA Certification	Training -J.Orosco 6/22-6/23/16	03/01/2016	86011	275.00	
101-40-4468-0000	IMSA Certification	Training -B.Macias 6/22-6/23/16	03/01/2016	86011	275.00	
101-40-4468-0000	M.E.M.A.	Annual Membership 2016-R.Hancock & G. Metcalf	03/01/2016	86019	275.00	
101-40-4468-0000	IMSA Certification	Training -D.Bolton 6/20-6/21/16	03/01/2016	86011	265.00	

Account	Vendor	Description	Date	Check	Amount	Prior
101-40-4206-0000	JHM Supply	Flood Lights	03/16/2016	0	218.87	
101-40-4376-0000	U.S. Bank	Harbor Freight - Water Transfer Pump	03/11/2016	86054	217.99	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	145.00	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	145.00	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	145.00	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	145.00	
101-40-4104-0000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	145.00	
101-40-4398-0000	Jasmin Elepano	Mileage - MMASC Meeting 2/18/16	03/16/2016	86091	140.30	
101-40-4206-0000	Consolidated Electrical Distributors	Bulbs	03/01/2016	85993	133.25	
101-40-4468-0000	U.S. Bank	Street Tree Seminar- Arborist Seminar	03/11/2016	86054	130.00	
101-40-4468-0000	U.S. Bank	University of CA - Seminar at Huntington Library for Tree Pest	03/11/2016	86054	130.00	
101-40-4376-0000	U.S. Bank	Office Depot - Toner	03/11/2016	86054	113.35	
101-40-4150-0000	AmeriPride Services Inc	Uniforms	03/01/2016	85981	101.91	
101-40-4150-0000	AmeriPride Services Inc	Uniforms	03/01/2016	85981	101.91	
101-40-4150-0000	AmeriPride Services Inc	Uniforms	03/01/2016	85981	101.91	
101-40-4150-0000	AmeriPride Services Inc	Uniforms	03/16/2016	86075	101.91	
101-40-4492-0003	AmeriPride Services Inc	Uniforms	03/01/2016	85981	98.57	
101-40-4492-0003	AmeriPride Services Inc	Uniforms	03/01/2016	85981	97.61	
101-40-4206-0000	JHM Supply	Grate/Pipe for Library	03/01/2016	0	96.74	
101-40-4468-0000	MMASC	Winter Meeting 3/17/16- V. Ruiz	03/01/2016	86020	95.00	
101-40-4468-0000	MMASC	Winter Meeting 3/17/16- J. Elepano	03/01/2016	86020	85.00	
101-40-4500-9025	Verizon Wireless	iPads Usage - R.Serven 1/24/16-2/23/16	03/16/2016	86138	38.01	
101-40-4492-0003	AmeriPride Services Inc	Uniforms	03/16/2016	86075	34.61	
101-40-4468-0000	U.S. Bank	Smart n Final- Pesticide Training Refreshments	03/11/2016	86054	33.79	
101-40-4376-0000	Remington Water	Drinking Water Service March 2016	03/16/2016	86122	30.00	
101-40-4150-0000	AmeriPride Services Inc	Uniforms	03/01/2016	85981	22.23	
101-40-4150-0000	AmeriPride Services Inc	Uniforms	03/01/2016	85981	22.23	
101-40-4150-0000	AmeriPride Services Inc	Uniforms	03/01/2016	85981	22.23	
101-40-4150-0000	AmeriPride Services Inc	Uniforms	03/16/2016	86075	22.23	
101-40-4492-0004	AmeriPride Services Inc	Uniforms	03/01/2016	85981	20.90	
101-40-4492-0004	AmeriPride Services Inc	Uniforms	03/01/2016	85981	20.90	
101-40-4492-0004	AmeriPride Services Inc	Uniforms	03/16/2016	86075	18.57	
101-40-4492-0003	AmeriPride Services Inc	Uniforms	03/01/2016	85981	15.57	
101-40-4492-0003	AmeriPride Services Inc	Uniforms	03/01/2016	85981	15.57	
101-40-4492-0004	AmeriPride Services Inc	Uniforms	03/16/2016	86075	15.09	
101-40-4492-0003	AmeriPride Services Inc	Uniforms	03/01/2016	85981	14.72	
101-40-4492-0003	AmeriPride Services Inc	Uniforms	03/01/2016	85981	14.72	
101-40-4492-0003	AmeriPride Services Inc	Uniforms	03/01/2016	85981	14.72	
101-40-4492-0003	AmeriPride Services Inc	Uniforms	03/16/2016	86075	14.72	
101-40-4492-0004	AmeriPride Services Inc	Uniforms	03/01/2016	85981	14.07	
101-40-4492-0004	AmeriPride Services Inc	Uniforms	03/01/2016	85981	14.07	
101-40-4492-0004	AmeriPride Services Inc	Uniforms	03/01/2016	85981	14.07	
101-40-4206-0000	JHM Supply	Credit	03/16/2016	0	-88.75	
					14,525.23	10,314.18
Garage Accounts:						
101-42-4316-0000	JDS Tank Testing & Repair Inc	Gas Line Repair Sump Line for Gas Tanks	03/01/2016	86012	8,695.00	
101-42-4150-0000	JDS Tank Testing & Repair Inc	Monthly Designated Operator Feb 2016	03/01/2016	86012	140.00	
101-42-4376-0000	U.S. Bank	Harbor Freight Tools - Sanding Disc, Safety Glasses & Gloves	03/11/2016	86054	102.32	

Account	Vendor	Description	Date	Check	Amount	Prior
101-42-4150-0000	County Sanitation Districts	Tires Refuse Fee	03/16/2016	86087	48.44	
101-42-4376-0000	U.S. Bank	Office Depot- Office Supplies	03/11/2016	86054	38.02	
					9,023.78	942.55
Sewer & Stormdrain Accounts:						
101-44-4150-0000	Golden Bell Products Inc	Spray Sewer Manhole for Roach Control	03/01/2016	86003	3,997.50	
101-44-4150-0000	Pipe Tec, Inc	Area #1 Cleaning - Emergency	03/01/2016	86028	3,045.00	
101-44-4150-5170	California Contract Cities Association	Stormwater Funding Options	03/16/2016	86081	2,616.80	
101-44-4150-0000	Pipe Tec, Inc	Area #1 Cleaning	03/01/2016	86028	1,936.55	
101-44-4150-0000	Pipe Tec, Inc	Area #1 Cleaning - Emergency	03/01/2016	86028	1,850.00	
101-44-4150-0000	Pipe Tec, Inc	Area #1 Cleaning	03/01/2016	86028	1,632.40	
101-44-4150-0000	Pipe Tec, Inc	Area #1 Cleaning	03/01/2016	86028	1,200.43	
101-44-4150-0000	Pipe Tec, Inc	Area #1 Cleaning - Emergency	03/01/2016	86028	1,200.00	
101-44-4150-0000	Jimni Systems Inc	Monterey Pump Station Repair	03/01/2016	0	1,165.55	
101-44-4150-0000	Pipe Tec, Inc	Area #1 Cleaning	03/01/2016	86028	1,054.13	
101-44-4104-0000	KJ Services Environmental Svcs	NPDES Program Consulting Feb 2016	03/16/2016	86104	640.00	
101-44-4150-0000	Pipe Tec, Inc	Area #1 Cleaning	03/01/2016	86028	434.28	
101-44-4106-5170	Richards Watson & Gershon	Legal Service 1/1/16-1/31/16	03/16/2016	86123	299.00	
101-44-4150-0000	Pipe Tec, Inc	Area #1 Cleaning	03/01/2016	86028	121.66	
101-44-4106-5170	Richards Watson & Gershon	Legal Service 1/1/16-1/31/16	03/16/2016	86123	25.00	
					21,218.30	54,587.10
Street Accounts:						
394-48-4600-9271	Doug Martin Contracting Co Inc	Progress Payment #2	03/01/2016	85997	14,991.00	
394-48-4600-1986	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	9,710.00	
215-48-4600-2882	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	8,650.00	
101-48-4500-1980	Southern California Edison	Electrical Service Jan-Feb 2016	03/01/2016	86033	7,542.31	
101-48-4500-1980	Southern California Edison	Electrical Service Jan- Feb 2016	03/16/2016	86126	6,279.18	
394-48-4600-7921	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	3,560.00	
394-48-4600-9361	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	3,560.00	
394-48-4600-9000	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	2,600.00	
101-48-4150-0000	Siemens Industry Inc	Signal Call Outs for Feb 2016	03/16/2016	0	1,698.63	
101-48-4376-0000	Sprague's Ready Mix	Concrete	03/01/2016	0	1,443.39	
101-48-4150-0000	Siemens Industry Inc	Signal Maintenance Feb 2016	03/16/2016	0	742.99	
101-48-4376-0000	U.S. Bank	Formed Plastics- Banner Hardware (School District)	03/11/2016	86054	724.85	
101-48-4376-0000	U.S. Bank	Formed Plastics- Banner Hardware (School District)	03/11/2016	86054	724.85	
101-48-4376-0000	STATS of San Diego Inc	Banner Straps (School District)	03/16/2016	0	585.33	
101-48-4376-0000	Samayoa's Mobile Car Wash	Car Wash - February 2016	03/01/2016	0	300.00	
101-48-4376-0000	U.S. Bank	1000 Bulbs- Light Bulbs	03/11/2016	86054	284.80	
101-48-4376-0000	Traffic Management Incorporated	Signs	03/01/2016	0	253.04	
101-48-4376-0000	George L Throop Co	Reissue -Check (Concrete)	03/01/2016	86002	241.44	
101-48-4376-0000	George L Throop Co	Reissue -Check (Concrete)	03/01/2016	86002	215.28	
101-48-4376-0000	George L Throop Co	Reissue -Check (Concrete)	03/01/2016	86002	183.94	
394-48-4600-2016	RSCC Engineering	Engineering Service 2/6/16-3/7/16	03/16/2016	0	174.15	
101-48-4376-0000	Ganahl Lumber Company	Supplies	03/16/2016	86096	130.20	
101-48-4376-0000	JHM Supply	Entry Treatment Lights	03/16/2016	0	110.67	
101-48-4376-0000	Underground Service Alert/SC	Dig Alert Tickets Feb 2016	03/16/2016	0	106.50	
101-48-4150-0000	L.A. Co. Dept of Public Works	Signal Maintenance Jan 2016	03/01/2016	86013	102.76	
101-48-4500-9025	Verizon Wireless	IPads Usage -D. Werner & D. Mendez 1/24/16-2/23/16	03/16/2016	86138	76.02	
101-48-4316-0000	Ray's OK Tires Inc	Mount Tire G579	03/16/2016	86121	64.62	

Account	Vendor	Description	Date	Check	Amount	Prior
101-48-4376-0000	Ganahl Lumber Company	Supplies	03/01/2016	86000	56.47	
101-48-4376-0000	JHM Supply	Flood Lights	03/16/2016	0	39.33	
101-48-4376-0000	Ganahl Lumber Company	Supplies Light Base	03/01/2016	86000	31.26	
101-48-4376-0000	Ganahl Lumber Company	Light Bulbs	03/01/2016	86000	30.40	
101-48-4376-0000	Ganahl Lumber Company	Photo Cell Clock Tower	03/16/2016	86096	20.14	
101-48-4376-0000	Walters Wholesale Electric Co	Connectors	03/01/2016	86049	14.55	
101-48-4376-0000	Ganahl Lumber Company	Supplies	03/01/2016	86000	8.88	
101-48-4376-0000	Ganahl Lumber Company	Light Bulbs	03/16/2016	86096	3.90	
					<u>65,260.88</u>	<u>49,310.52</u>
Park Accounts:						
281-50-4600-6053	E.C. Construction Inc	Progress Payment #2	03/01/2016	0	39,737.07	
281-50-4600-6053	E.C. Construction Inc	Change Order #2	03/01/2016	0	1,460.00	
394-50-4600-5501	Leonardo Barajas Castro	Lacy Park Garage Roof Repair	03/16/2016	86106	800.00	
101-50-4404-0000	Norman's Nursery Inc	Shrubs	03/01/2016	86022	501.78	
101-50-4404-0000	Norman's Nursery Inc	Tree	03/01/2016	86022	411.91	
101-50-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	283.40	
101-50-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	280.68	
101-50-4500-9460	California American Water	Water Service Feb- Mar 2016	03/16/2016	86082	270.69	
101-50-4500-9460	California American Water	Water Service Jan-Feb 2016	03/01/2016	85987	268.94	
101-50-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	249.51	
101-50-4404-0000	Norman's Nursery Inc	Shrubs	03/01/2016	86022	214.36	
101-50-4404-0000	Norman's Nursery Inc	Tree	03/01/2016	86022	144.15	
101-50-4376-0000	U.S. Bank	Home Depot- Paint for Park Benches	03/11/2016	86054	139.47	
281-50-4600-6053	U.S. Bank	American Instant Signs - Banner Patrick Trees	03/11/2016	86054	131.80	
101-50-4376-0000	U.S. Bank	Dog Waste Depot - Bags for Dog Waste	03/11/2016	86054	126.36	
101-50-4206-0000	Empire Cleaning Supply	Janitorial Supplies	03/01/2016	0	119.83	
101-50-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	96.11	
101-50-4376-0000	JHM Supply	Irrigation Supplies	03/16/2016	0	91.64	
101-50-4500-9025	Time Warner Cable	Cable Internet - 2/25/16-3/24/16	03/01/2016	86041	89.95	
101-50-4500-4950	The Gas Company	Gas Service Jan-Feb 2016	03/01/2016	86040	41.43	
101-50-4376-0000	Remington Water	Drinking Water Service March 2016	03/16/2016	86122	30.00	
101-50-4500-9025	AT&T	Phone Service Feb-March 2016	03/16/2016	86076	19.34	
101-50-4376-0000	JHM Supply	Fuser	03/01/2016	0	14.61	
101-50-4376-0000	JHM Supply	Credit	03/16/2016	0	-77.15	
					<u>45,445.88</u>	<u>61,830.65</u>

Account	Vendor	Description	Date	Check	Amount	Prior
Grounds Accounts:						
101-52-4150-0000	Mariposa Landscapes Inc	City Wide Tree Removals Feb 2016	03/16/2016	0	10,316.00	
101-52-4150-0000	ValleyCrest Landscape Maintenance	Median Landscape Maintenance Feb 2016	03/01/2016	86044	2,699.00	
101-52-4150-0000	ValleyCrest Landscape Maintenance	Extra Mowing of the Turf in the Median Feb 2016	03/16/2016	86134	1,198.00	
101-52-4500-9460	California American Water	Water Service Jan-Feb 2016	03/01/2016	85987	978.14	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	472.44	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	332.81	
101-52-4376-0000	Landscape Warehouse Inc	Root Water System	03/16/2016	86105	229.22	
101-52-4500-9460	California American Water	Water Service Feb- Mar 2016	03/16/2016	86082	216.05	
101-52-4150-0000	West Coast Arborist Inc	Tree Planting	03/01/2016	86050	200.00	
101-52-4376-0000	JHM Supply	Supplies	03/01/2016	0	176.21	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	157.10	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	131.55	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	119.24	
101-52-4376-0000	JHM Supply	Supplies	03/01/2016	0	90.60	
101-52-4376-0000	JHM Supply	Irrigation for Plumbing Truck	03/01/2016	0	85.68	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	79.71	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/16/2016	0	62.45	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	55.00	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	40.86	
101-52-4500-9025	Verizon Wireless	IPads Usage -J.Santillan 1/24/16-2/23/16	03/16/2016	86138	38.01	
101-52-4376-0000	JHM Supply	Trenching Shovel	03/01/2016	0	37.01	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	36.06	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/01/2016	0	29.06	
101-52-4376-0000	JHM Supply	Irrigation Supplies	03/16/2016	0	17.29	
101-52-4376-0000	JHM Supply	Cutter	03/01/2016	0	14.87	
101-52-4376-0000	JHM Supply	Credit	03/01/2016	0	-1.14	
394-52-4600-9245	JHM Supply	Credit	03/01/2016	0	-2,604.97	
					<u>15,206.25</u>	<u>79,813.76</u>
Recreation Administration Accounts:						
101-60-4206-0000	George Wallis	Janitorial Service Feb 2016	03/01/2016	85996	1,557.75	
101-60-4150-0000	SLK.US Inc	IT Services March 2016	03/16/2016	0	1,498.50	
101-60-4500-1980	Southern California Edison	Electrical Service Jan- Feb 2016	03/16/2016	86126	1,348.95	
101-60-4014-0000	Employment Development Dept	Unemployment Insurance 10/1/15-12/31/15 C.Soltis	03/16/2016	86090	816.50	
101-60-4376-0000	Office Depot	Ink, Paper and Supplies	03/01/2016	86023	606.85	
101-60-4206-0000	Veritiv Operating Company	Maintenance Supplies	03/16/2016	0	407.18	
101-60-4500-9025	AT&T	Phone Service Jan-Feb 2016	03/01/2016	85982	371.57	
101-60-4500-4950	The Gas Company	Gas Service -Jan-Feb 2016	03/16/2016	86131	359.72	
101-60-4500-9025	Time Warner Cable	Cable Internet - 3/1/16-3/31/16	03/16/2016	86132	358.53	
101-60-4206-0000	Hillyard/Los Angeles	Paper Towels	03/01/2016	86006	293.78	
101-60-4500-9460	California American Water	Water Service Feb- Mar 2016	03/16/2016	86082	220.93	
101-60-4150-0000	Victor Alcalá	Instructor Quality of Life 2/4/16-2/25/16	03/16/2016	86073	220.00	
101-60-4150-0000	Edison Samuel	Senior Computer & iPad Instructor 1/20/16-2/10/16	03/01/2016	0	200.00	
101-60-4412-0000	US Postal Service	Postage for Recreation Guide	03/08/2016	86053	200.00	
101-60-4420-0000	LC - M News Inc	Camp Lacy Ad	03/16/2016	86116	140.00	
101-60-4206-0000	U.S. Bank	5850 CED - Light Bulbs	03/11/2016	86054	133.25	
101-60-4468-0000	U.S. Bank	San Marino City Club Membership	03/11/2016	86054	125.00	
101-60-4376-0000	Office Depot	Ink and Supplies	03/01/2016	86023	103.46	

Account	Vendor	Description	Date	Check	Amount	Prior
101-60-4398-0000	Petty Cash	Mileage	03/16/2016	86085	96.12	
101-60-4420-0000	U.S. Bank	California Park & Recr - Pool Manager Recruitment	03/11/2016	86054	75.00	
101-60-4500-9025	AT&T Long Distance	Long Distance Phone Service 12/8/15-2/8/16	03/01/2016	85983	68.30	
101-60-4376-0000	Capital One Commercial	Supplies	03/01/2016	85989	55.45	
101-60-4376-0000	Capital One Commercial	Supplies	03/16/2016	86083	41.81	
101-60-4206-0000	U.S. Bank	Home Depot- Stoneman Repair Supplies	03/11/2016	86054	40.98	
101-60-4206-0000	U.S. Bank	Home Depot- Stoneman Repair Supplies	03/11/2016	86054	40.98	
239-60-4376-0000	U.S. Bank	Smart n Final- Food for Park Assesment Meeting	03/11/2016	86054	34.16	
101-60-4376-0000	U.S. Bank	Demco- Office Binders	03/11/2016	86054	34.07	
101-60-4150-0000	Remington Water	Drinking Water Service March 2016	03/16/2016	86122	30.00	
101-60-4150-0000	SLK.US Inc	SSL Certificate Renewal	03/16/2016	0	26.85	
101-60-4376-0000	Vina Engraving	Commission Name Plate S. Talt	03/16/2016	86139	26.16	
101-60-4376-0000	U.S. Bank	Amazon- Calendar	03/11/2016	86054	24.06	
101-60-4206-0000	U.S. Bank	Home Depot- Drain Opener	03/11/2016	86054	23.94	
101-60-4206-0000	U.S. Bank	Home Depot- Stoneman Repair Supplies	03/11/2016	86054	23.78	
101-60-4468-0000	U.S. Bank	Southern CA Public Pool Operators Meeting	03/11/2016	86054	18.00	
101-60-4150-0000	U.S. Bank	Plug N Pay Jan 2016	03/11/2016	86054	15.00	
101-60-4376-0000	U.S. Bank	Amazon- Office Supplies Markers	03/11/2016	86054	7.60	
101-60-4376-0000	U.S. Bank	Big Lots- Office Supplies - Speakers	03/11/2016	86054	5.45	
101-60-4206-0000	U.S. Bank	Big Lots- Stoneman Repair Supplies	03/11/2016	86054	4.36	
					<u>9,654.04</u>	<u>10,343.36</u>
Aquatics Accounts:						
101-62-4102-0000	Heather Jo Ann Pearson	Tsunami Instructor- Feb 2016	03/01/2016	0	6,102.95	
101-62-4324-0000	Boys & Girls Club of Pasadena	Pool Rental - Oct 15-Feb 2016	03/16/2016	86080	2,552.00	
101-62-4324-0000	San Marino School District	Pool Rental March 2016	03/16/2016	86128	1,800.00	
101-62-4324-0000	San Marino School District	Pool Rental Feb 2016	03/16/2016	86128	1,800.00	
					<u>12,254.95</u>	<u>0.00</u>
Contract Classes Accounts:						
101-64-4150-0000	Cathryn Martin	Bridge Instructor 11/16/15-2/29/16	03/16/2016	0	380.00	
101-64-4150-0000	Marie Nimmrich	Bridge Instructor - 2/1/16-2/29/16	03/16/2016	0	320.00	
101-64-4150-0000	Marie Nimmrich	ACBL Reimbursement - 2/1/16-2/29/16	03/16/2016	0	133.75	
101-64-4150-0000	Marie Nimmrich	Bridge Wednesday Games - 2/1/16-2/29/16	03/16/2016	0	100.00	
101-64-4376-0000	U.S. Bank	Michaels - Contract Art Supplies	03/11/2016	86054	89.29	
					<u>1,023.04</u>	<u>6,357.25</u>
Special Events Accounts:						
104-66-4150-0000	Pyro Spectaculars Inc	Deposit 4th July Fireworks	03/16/2016	86120	12,500.00	
101-66-4376-0001	Holidaygoo, Inc	Eggs for Egg Hunt	03/01/2016	86007	1,771.90	
101-66-4150-0003	U.S. Bank	Carnival Service - Train Ride	03/11/2016	86054	970.00	
101-66-4150-0003	Hertz Equipment Rental Corporation	Snowday Generator	03/01/2016	86005	663.81	
101-66-4150-0003	U.S. Bank	Moblle Zoo- Petting Zoo for Snowdays	03/11/2016	86054	549.00	
281-66-4150-0002	Jeffrey Van Sickle	Track Meet Coordinator	03/16/2016	86136	500.00	
281-66-4150-0002	Michelle Van Sickle	Track Meet Coordinator	03/16/2016	86137	500.00	
101-66-4376-0001	U.S. Bank	Precision Dynamics - Wristband for Egg Hunt	03/11/2016	86054	206.52	
281-66-4376-0002	Tony's Pizza	Pizza for Track Meet Staff	03/16/2016	86133	150.00	
101-66-4150-0001	U.S. Bank	Champion Cleaners - Bunny Suit Cleaning	03/11/2016	86054	125.00	
101-66-4376-0003	U.S. Bank	Ralphs- Water	03/11/2016	86054	24.92	
281-66-4376-0002	Petty Cash	Track Meet Pizza Delivery Tip	03/16/2016	86085	20.00	
101-66-4376-0003	U.S. Bank	Ralphs- Ice	03/11/2016	86054	13.08	

Account	Vendor	Description	Date	Check	Amount	Prior
					17,994.23	1,656.44
Senior Activities Accounts:						
101-68-4486-0000	Main Street Tours Inc	Senior Trip 2/11/16	03/16/2016	86108	1,525.00	
207-68-4208-0000	Main Street Tours Inc	Prop A Senior Trip -Broad Museum 6/15/16	03/16/2016	86107	795.00	
207-68-4208-0000	Main Street Tours Inc	Senior Trip Prop A JPL 5/10/16	03/01/2016	86017	725.00	
101-68-4486-0000	Main Street Tours Inc	Senior Trip Deposit JPL 5/10/16	03/01/2016	86017	625.00	
101-68-4486-0000	Main Street Tours Inc	Deposit Senior Trip -Broad Museum 6/15/16	03/16/2016	86107	200.00	
101-68-4376-0000	Petty Cash	Senior Trip Bus Drive Tip	03/16/2016	86085	64.00	
101-68-4376-0000	Petty Cash	Senior Trip Snacks	03/16/2016	86085	8.99	
					3,942.99	807.00
Day Care Accounts:						
207-70-4208-0000	Student Transportation of America	Day Care School Bus Feb 2016	03/16/2016	0	6,669.00	
101-70-4376-0000	Capital One Commercial	Supplies	03/01/2016	85989	173.91	
101-70-4376-0000	Capital One Commercial	Supplies	03/16/2016	86083	82.57	
101-70-4376-0000	U.S. Bank	Smart n Final - Snacks	03/11/2016	86054	55.55	
101-70-4500-9025	U.S. Bank	Vesta- Add Minutes to Rec Cell Phone	03/11/2016	86054	54.64	
101-70-4376-0000	U.S. Bank	Ralphs - Valentine Activity Supplies	03/11/2016	86054	51.76	
101-70-4376-0000	U.S. Bank	Amazon- Daycare Craft Supplies	03/11/2016	86054	34.41	
101-70-4376-0000	U.S. Bank	Ralphs- Snacks	03/11/2016	86054	17.66	
101-70-4376-0000	U.S. Bank	Amazon- Daycare Games Supplies	03/11/2016	86054	6.99	
					7,146.49	6,581.49
Preschool Accounts:						
281-74-4376-0000	U.S. Bank	Sees Candy- Fundraiser	03/11/2016	86054	1,000.00	
281-74-4376-0000	U.S. Bank	Sees Candy- Fundraiser	03/11/2016	86054	982.46	
101-74-4376-0000	U.S. Bank	Michaels - Preschool Supplies	03/11/2016	86054	146.58	
101-74-4376-0000	U.S. Bank	Peraza Design- Banner	03/11/2016	86054	133.67	
101-74-4376-0000	Capital One Commercial	Supplies	03/01/2016	85989	103.52	
101-74-4376-0000	Capital One Commercial	Supplies	03/16/2016	86083	86.60	
101-74-4376-0000	U.S. Bank	Target- Cubbies	03/11/2016	86054	59.31	
101-74-4376-0000	U.S. Bank	Lakeshore Learning- Paper & Playdough	03/11/2016	86054	57.34	
101-74-4376-0000	U.S. Bank	Orchard Supply- Super Science Supplies	03/11/2016	86054	47.58	
101-74-4376-0000	Office Depot	Paper	03/01/2016	86023	37.66	
101-74-4376-0000	U.S. Bank	Tru Holiday Express- Toy Replacement	03/11/2016	86054	32.38	
101-74-4376-0000	U.S. Bank	Target- Supplies	03/11/2016	86054	31.09	
101-74-4376-0000	U.S. Bank	Target- Super Science Supplies	03/11/2016	86054	30.42	
101-74-4376-0000	U.S. Bank	Michaels -Art Supplies	03/11/2016	86054	30.23	
101-74-4376-0000	U.S. Bank	Amazon- Spring Break Books	03/11/2016	86054	26.37	
101-74-4376-0000	U.S. Bank	Amazon- Spring Break Books	03/11/2016	86054	21.54	
101-74-4376-0000	U.S. Bank	Smart n Final - Hand Soap & Gloves	03/11/2016	86054	19.59	
101-74-4376-0000	U.S. Bank	Ralphs- Lil Chefs Supplies	03/11/2016	86054	15.14	
101-74-4376-0000	U.S. Bank	Ralphs- Lil Chef Supplies	03/11/2016	86054	13.74	
101-74-4376-0000	U.S. Bank	Ralphs- Lil Chefs Supplies	03/11/2016	86054	12.40	
101-74-4376-0000	Petty Cash	Preschool Activity Supplies	03/16/2016	86085	7.94	
101-74-4376-0000	U.S. Bank	Amazon- Spring Break Books	03/11/2016	86054	7.68	
					2,903.24	745.60
San Marino Center Accounts:						
105-82-4500-1980	Southern California Edison	Electrical Service Jan-Feb 2016	03/01/2016	86033	862.89	
105-82-4206-0000	George Wallis	Janitorial Service Feb 2016	03/01/2016	85996	678.38	

Account	Vendor	Description	Date	Check	Amount	Prior
105-82-4376-0000	Veritiv Operating Company	Maintenance Supplies	03/16/2016	0	459.74	
105-82-4500-4950	The Gas Company	Gas Service Jan-Feb 2016	03/01/2016	86040	142.38	
105-82-4500-9025	AT&T	Phone Service Jan-Feb 2016	03/01/2016	85982	118.76	
105-82-4206-0000	SDS Security Design Systems	Alarm Service L85-280 March 2016	03/16/2016	86125	84.00	
105-82-4150-0000	Remington Water	Drinking Water Service March 2016	03/16/2016	86122	30.00	
105-82-4206-0000	SDS Security Design Systems	Alarm Service L84-125 March 2016	03/16/2016	86125	30.00	
105-82-4500-9460	California American Water	Water Service Feb- Mar 2016	03/16/2016	86082	17.17	
					2,423.32	2,617.57
Thurnher House Accounts:						
206-84-4206-0000	George Wallis	Janitorial Service Feb 2016	03/01/2016	85996	201.00	
206-84-4500-4950	The Gas Company	Gas Service -Jan-Feb 2016	03/16/2016	86131	44.37	
206-84-4206-0000	SDS Security Design Systems	Alarm Service L85-281 March 2016	03/16/2016	86125	42.00	
					287.37	305.94
Library Administration Accounts:						
101-90-4500-1980	Southern California Edison	Electrical Service Jan-Feb 2016	03/01/2016	86033	4,634.07	
101-90-4150-0000	SLK.US Inc	IT Services March 2016	03/16/2016	0	3,996.00	
101-90-4206-0000	Otis Elevator Company	Elevator Maintenance Contract-3/1/16-2/28/17	03/01/2016	86025	3,625.08	
101-90-4150-0000	Califa Group	CENIC Broadband Oct-Dec 2015	03/01/2016	85986	3,196.79	
101-90-4206-0000	George Wallis	Janitorial Service Feb 2016	03/01/2016	85996	2,366.78	
101-90-4206-0000	Graycon Inc	Boiler Fan Motor Repair	03/16/2016	86099	1,974.00	
101-90-4206-0000	Graycon Inc	Quarterly Service Maintenance Jan 2016	03/16/2016	86099	1,865.00	
281-90-4206-0000	Leonardo Barajas Castro	Cleaning of Roof Debris and Repair Gutters	03/01/2016	86014	1,100.00	
101-90-4206-0000	Empire Cleaning Supply	Paper Towels	03/16/2016	0	921.65	
101-90-4399-0000	Xerox	Copier Lease 1/22/16-2/22/16	03/16/2016	86140	323.56	
101-90-4206-0000	Empire Cleaning Supply	Restroom Supplies	03/01/2016	0	304.87	
101-90-4150-0000	U.S. Bank	Survey Monkey- Library Survey	03/11/2016	86054	300.00	
101-90-4500-4950	The Gas Company	Gas Service Jan-Feb 2016	03/01/2016	86040	275.95	
101-90-4376-0000	U.S. Bank	Amazon-Passport Photo Film & Paper	03/11/2016	86054	239.94	
101-90-4500-9025	AT&T	Phone Service Jan-Feb 2016	03/01/2016	85982	220.28	
101-90-4376-0000	Office Depot	Paper & Toner	03/16/2016	86113	188.11	
101-90-4206-0000	Total Exterminating Inc	Monthly Exterminating Service March 2016	03/16/2016	0	125.00	
101-90-4376-0000	U.S. Bank	Amazon- Power Strips	03/11/2016	86054	111.42	
101-90-4500-9460	California American Water	Water Service Feb- Mar 2016	03/16/2016	86082	102.58	
101-90-4376-0000	U.S. Bank	Lexjet - Giant Printer Paper	03/11/2016	86054	97.02	
101-90-4376-0000	U.S. Bank	Klai- Co Identification -Passport Folders	03/11/2016	86054	66.91	
101-90-4468-0000	U.S. Bank	Infopeople- OnlineTraining -D. Dobbs 2/2/16-2/15/16	03/11/2016	86054	55.00	
101-90-4150-0000	AT&T	CNIEC Phone Service Jan-Feb 2016	03/01/2016	85982	51.87	
101-90-4206-0000	U.S. Bank	Amazon- Soap Dispenser	03/11/2016	86054	35.41	
101-90-4376-0000	U.S. Bank	Amazon- Flash Drives	03/11/2016	86054	32.59	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	28.40	
101-90-4316-0000	SLK.US Inc	DVD Drive	03/16/2016	0	28.34	
101-90-4150-0000	U.S. Bank	Flickr- One Year Account	03/11/2016	86054	24.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	

Account	Vendor	Description	Date	Check	Amount	Prior
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	22.95	
101-90-3701-0000	U.S. Bank	KP- Accidently Personal Charge Credit - Reimburse CK# 1037	03/11/2016	86054	15.00	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	14.00	
101-90-4376-0000	U.S. Bank	Amazon- Batteries	03/11/2016	86054	3.15	
101-90-4500-9460	California American Water	Water Service Jan-Feb 2016	03/01/2016	85987	1.54	
101-90-4412-0000	U.S. Bank	USPS- Postage	03/11/2016	86054	1.47	
					<u>26,854.58</u>	<u>17,363.58</u>

Childrens Serfvices Accounts:

281-91-4150-2575	Movie Licensing USA	Movie Licensing 4/1/16-3/31/18	03/01/2016	86021	800.00	
281-91-4150-2575	Movie Licensing USA	Copyright Compliance Site License 4/1/16-3/31/16	03/16/2016	86110	800.00	
101-91-4370-0335	Ingram Library Services	Adult Materials	03/16/2016	0	479.98	
101-91-4370-0335	Ingram Library Services	Adult Materials	03/01/2016	0	424.79	
101-91-4370-0335	Ingram Library Services	Adult Materials	03/01/2016	0	294.92	
101-91-4370-8585	Subway Stamp Shop Inc	Reference Books	03/01/2016	86038	263.98	
101-91-4370-1496	U.S. Bank	Amazon-DVDs	03/11/2016	86054	218.54	
101-91-4370-0335	Jenny Chu	Reimbursement- for Chinese books Purchase in Taiwan	03/16/2016	86056	210.80	
101-91-4370-0335	Ingram Library Services	Adult Materials	03/16/2016	0	205.46	
101-91-4370-0335	Ingram Library Services	Adult Books	03/01/2016	0	185.48	
101-91-4370-0335	U.S. Bank	Amazon- DVDs	03/11/2016	86054	171.63	
101-91-4370-0335	Ingram Library Services	Adult Books	03/01/2016	0	127.99	
101-91-4370-0335	Ingram Library Services	Adult Books	03/01/2016	0	102.63	
101-91-4370-0335	U.S. Bank	Amazon- CDs	03/11/2016	86054	93.21	
101-91-4370-0335	Baker & Taylor	Adults Books	03/16/2016	86079	90.84	
101-91-4370-1496	U.S. Bank	Amazon- DVDs	03/11/2016	86054	88.24	
101-91-4370-0335	Ingram Library Services	Adult Books	03/01/2016	0	85.89	
101-91-4370-0335	U.S. Bank	Amazon- CDs	03/11/2016	86054	40.89	
281-91-4370-2575	Ingram Library Services	Adult Book	03/16/2016	0	34.69	
101-91-4370-1496	U.S. Bank	Amazon- DVDs	03/11/2016	86054	29.96	
101-91-4370-0335	Baker & Taylor	Adult Books	03/01/2016	85984	29.71	
101-91-4370-0335	Nolo Press Occidental	Reference Book	03/16/2016	86112	28.78	
101-91-4370-0335	Ingram Library Services	Adult Books	03/01/2016	0	28.15	
101-91-4370-0335	U.S. Bank	Amazon-DVDs	03/11/2016	86054	21.76	

Account	Vendor	Description	Date	Check	Amount	Prior
101-91-4370-0335	U.S. Bank	Amazon-DVDs	03/11/2016	86054	20.97	
281-91-4376-2575	U.S. Bank	Vons - Meeting Treats	03/11/2016	86054	19.60	
101-91-4370-1496	U.S. Bank	Amazon-DVDs	03/11/2016	86054	18.52	
281-91-4376-2575	U.S. Bank	Vons- Meeting Treats	03/11/2016	86054	15.86	
101-91-4370-0335	U.S. Bank	Amazon-DVDs	03/11/2016	86054	9.87	
101-91-4370-0335	Ingram Library Services	Adult Book	03/01/2016	0	8.39	
101-91-4370-1496	U.S. Bank	Amazon- DVDs	03/11/2016	86054	-0.01	
101-91-4370-1496	U.S. Bank	Amazon-DVD Credit	03/11/2016	86054	-5.45	
101-91-4370-1496	U.S. Bank	Amazon-DVD Credit	03/11/2016	86054	-5.45	
					<u>4,940.62</u>	<u>5,291.39</u>
Adult Services Accounts:						
281-92-4150-2575	Movie Licensing USA	Movie Licensing 4/1/16-3/31/18	03/01/2016	86021	800.00	
281-92-4150-2575	Movie Licensing USA	Copyright Compliance Site License 4/1/16-3/31/16	03/16/2016	86110	800.00	
281-92-4370-2575	Baker & Taylor	Childrens Books	03/16/2016	86079	578.30	
281-92-4370-2575	Ingram Library Services	Childrens Books	03/01/2016	0	344.40	
281-92-4150-2575	Carlos Nieto III	Program BG 3/26/16	03/16/2016	86111	250.00	
281-92-4370-2575	Ingram Library Services	Childrens Books	03/16/2016	0	224.33	
281-92-4370-2575	Ingram Library Services	Childrens Books	03/01/2016	0	156.60	
281-92-4370-2575	Baker & Taylor	Children Books	03/16/2016	86079	111.82	
281-92-4370-2575	U.S. Bank	Amazon- J DVDs	03/11/2016	86054	71.90	
281-92-4376-2575	U.S. Bank	Vons -B &G Supplies	03/11/2016	86054	68.77	
281-92-4370-2575	Ingram Library Services	Childrens Books	03/16/2016	0	56.15	
281-92-4370-2575	Ingram Library Services	Childrens Books	03/01/2016	0	34.96	
281-92-4376-2575	U.S. Bank	99 Cents -B &G Supplies	03/11/2016	86054	34.52	
281-92-4370-2575	U.S. Bank	Amazon- JD DVDs	03/11/2016	86054	21.79	
281-92-4376-2575	U.S. Bank	Michaels -B &G Supplies Credit	03/11/2016	86054	20.20	
281-92-4376-2575	U.S. Bank	Party City -B &G Supplies	03/11/2016	86054	19.55	
281-92-4370-2575	U.S. Bank	Amazon-B &G Book	03/11/2016	86054	18.60	
281-92-4376-2575	U.S. Bank	Ralphs -B &G Supplies Credit	03/11/2016	86054	18.31	
281-92-4376-2575	U.S. Bank	Little Caesars -B &G Supplies Credit	03/11/2016	86054	13.94	
281-92-4370-2575	Ingram Library Services	Childrens Book	03/16/2016	0	11.51	
281-92-4376-2575	U.S. Bank	Vons -B &G Supplies	03/11/2016	86054	4.35	
281-92-4376-2575	U.S. Bank	Party City -B &G Supplies Credit	03/11/2016	86054	-19.55	
281-92-4376-2575	U.S. Bank	Vons -B &G Supplies Credit	03/11/2016	86054	-37.77	
					<u>3,602.68</u>	<u>5,797.33</u>
					<u>-</u>	<u>969.21</u>
Processing Accounts:						
Old Mill Accounts:						
101-95-4150-0000	Old Mill Foundation	Maintenance & Operation March & April 2016	03/16/2016	86114	8,333.34	9,273.34
					<u>995,184.84</u>	<u>1,024,995.59</u>

City of San Marino AGENDA REPORT



Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

TO: MAYOR AND CITY COUNCIL
FROM: JOHN T. SCHAEFER, CITY MANAGER
BY: VERONICA RUIZ, CITY CLERK
DATE: APRIL 13, 2016
SUBJECT: **APPROVAL OF MINUTES**

BACKGROUND

Attached for Council consideration are the following City Council Minutes:

- Adjourned Regular Meeting of February 26, 2016
- Special Meeting of March 9, 2016
- Joint Meeting with the Traffic Commission of March 9, 2016
- Regular Meeting of March 9, 2016

FISCAL IMPACT

No fiscal impact.

RECOMMENDATION

Staff recommends the City Council Approve the Minutes as presented. If Council concurs, the appropriate action would be:

“A motion to approve the City Council Minutes of the Adjourned Regular Meeting of February 26, 2016, the Special Meeting of March 9, 2016, the Joint Meeting with the Traffic Commission of March 9, 2016, and the Regular Meeting of March 9, 2016.”

Attachments: Minutes of February 26, 2016 Adjourned Regular Meeting
Minutes of March 9, 2016 Special Meeting
Minutes of March 9, 2016 Joint Meeting with the Traffic Commission
Minutes of March 9, 2016 Regular Meeting

**MINUTES
ADJOURNED REGULAR MEETING
OF THE SAN MARINO CITY COUNCIL
FEBRUARY 26, 2016 – 8:00 A.M**

CALL TO ORDER Mayor Allan Yung called the meeting to order at 8:00 a.m.

PLEDGE OF ALLEGIANCE

ROLL CALL **PRESENT:** Councilman Huang, Councilman Talt, Councilman Ward, Vice Mayor Sun, and Mayor Yung

Councilman Steve Talt arrived at 8:02 a.m.

PUBLIC COMMENTS

The following person(s) spoke:

Dr. Bill Stinde, San Marino, commented on the property on Bradbury Road which had been destroyed by a fire in 2011 and stated that the re-construction of the house has been going on for over five years and has yet to be completed.

David Goldsmith, San Marino, commented on the noise impact of gardeners who work in the City on holidays and Saturdays and asked that the City Code be amended to prohibit “for hire” work to take place in the City on holidays and Saturdays.

MOTION TO WAIVE FURTHER READINGS

Vice Mayor Richard Sun moved to waive the reading of the entire text of ordinances and resolutions; seconded by Councilman Richard Ward. The motion carried unanimously by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Councilman Richard Ward, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: None.

STUDY SESSION

1. PERSONNEL COST OVERVIEW BY FINANCE DIRECTOR

Finance Director Lisa Bailey presented the staff report and gave an overview of the estimated personnel costs in summary, by bargaining group, and by department.

No action was taken at this time.

2. WIRELESS TELECOMMUNICATION FACILITIES IN THE PUBLIC RIGHT-OF-WAY

Planning and Building Director Aldo Cervantes presented the staff report.

Attorney Steven Flower provided an overview of the State and Federal enactments that have added new limitations on the manner in which the City can regulate wireless telecommunications facilities.

The following person(s) spoke:

Raymond Quan, San Marino
Miriam Nakamura-Quan, San Marino

Councilman Steve Talt moved to receive and file this report; seconded by Councilman Steven Huang. The motion carried unanimously by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Councilman Richard Ward, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: None.

CONSENT CALENDAR

Councilman Steven Huang moved to adopt the Consent Calendar consisting of Items 3 and 4; seconded by Vice Mayor Richard Sun. Following a roll call, the motion carried unanimously by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Councilman Richard Ward, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: None.

3. JANUARY 2016 TREASURER'S REPORT

Accept and file the Treasurer's Report for the period ending January 31, 2016.

4. APPROVAL OF REVISED MANAGEMENT'S DISCUSSION & ANALYSIS SECTION OF FINANCIAL STATEMENT FOR THE PERIOD ENDING JUNE 30, 2015

Receive and file the revised Management's Discussion and Analysis for the fiscal year ending June 30, 2015.

CONTINUED BUSINESS

5. ORDINANCE NO. O-16-1306 STANDARDS FOR HEARING NOTICES AND DOCUMENTATION REQUIRED FOR DESIGN REVIEW APPLICATIONS (SECOND READING)

Planning and Building Director Aldo Cervantes presented the staff report.

Councilman Steve Talt moved to re-introduce Ordinance No. O-16-1306 on first reading with the modification to require the street elevation showing profiles of the two adjacent residences on either side of the subject property; seconded by Vice Mayor Richard Sun. Following the reading of the title of the Ordinance into the record by the City Clerk and a roll call, the motion carried unanimously by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Councilman Richard Ward, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: None.

6. REVIEW OF MAKING SAN MARINO BETTER LIST

Associate Planner Amanda Merlo gave a brief update on the Housing Element and the City's pursuit to include existing accessory structures as second units.

Police Chief John Incontro gave an overview of a plan to enhance the City's policing efforts to reduce crime in San Marino.

Councilman Steve Talt requested that staff look at remedies to address the vacancies in town and provide a report at a future meeting.

PUBLIC COMMENTS

The following person(s) spoke:

Fire Chief Mario Rueda commended San Marino City Mechanic Gene Metcalf for rendering assistance to a pedestrian struck by a vehicle on Huntington at San Gabriel Boulevard on February 12, 2016.

Raymond Quan, San Marino, commented on the relocation of cell towers.

Councilman Steve Talt requested that staff provide a report on cell towers at the March study session.

ADJOURNMENT

The San Marino City Council adjourned at 10:40 a.m. to a joint meeting to be held with the Traffic Commission on **WEDNESDAY, MARCH 9, 2016, at 5:00 P.M.** in the City Hall Emergency Operations Center (EOC), 2200 Huntington Drive, San Marino, California.

VERONICA RUIZ, CMC
CITY CLERK

The Council provided direction to the agency negotiator.

ADJOURNMENT

The San Marino City Council adjourned at 5:17 p.m.

VERONICA RUIZ, CMC
CITY CLERK

DRAFT

**MINUTES
JOINT MEETING OF THE SAN MARINO CITY COUNCIL
WITH MEMBERS OF THE
TRAFFIC ADVISORY COMMISSION
MARCH 9, 2016 – 5:00 P.M.**

CALL TO ORDER Mayor Allan Yung called the meeting to order at 5:20 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL **PRESENT:** Councilman Huang, Councilman Talt, Councilman Ward, Vice Mayor Sun, and Mayor Yung; Commissioner Doo, Vice Chair Chang, and Chair Coupe

ABSENT: Commissioner Crowley, Commissioner Gupta, Alternate Lo

PUBLIC COMMENTS

There were no public comments at this time.

OPEN SESSION

1. DISCUSSION OF CURRENT AND FUTURE TRAFFIC CHALLENGES AND ISSUES FACING THE CITY

Chair Coupe highlighted the following the goals for 2016:

- Update the City's circulation element and address the "complete streets concept"
- Evaluation of Stage 1 of the Northwest Traffic Calming Plan
- Continue to emphasize bicycle safety
- Continue to monitor 710 Freeway Project

Vice Mayor Sun reported attending the 710 Coalition meeting last week and gave an update on upcoming events related to the project.

The City Council and the Traffic Commission discussed Metro's change in their funding process to the 'complete streets' philosophy.

The City Council, the Traffic Commission and staff discussed the process for updating the City's circulation element.

The City Council and the Traffic Commission discussed alternative modes of transportation, including bicycle safety.

The meeting schedule of the Traffic Commission was discussed, and whether the Traffic Commission should continue to hold monthly meetings or instead meet every other month. No action was taken.

PUBLIC WRITINGS DISTRIBUTED

There were no public writings at this time.

PUBLIC COMMENTS

The following person(s) spoke:

Stephanie Johnson, San Marino, inquired about how to obtain the information for the requirements for complete streets. Ms. Johnson also commented that the City should focus on the noise factor in addressing complete streets in order to make sure the streets are resident friendly. She also commented on a recent MTA meeting regarding changes to bus route transportation and stated that there was no representative from San Marino at the meeting.

Raymond Quan, San Marino, commented on the Gold Line expansion.

ADJOURNMENT

The meeting was adjourned at 5:50 p.m. to the **REGULAR MEETING** of the City Council held on **WEDNESDAY, MARCH 9, 2016, at 6:00 P.M.** in the City Hall Council Chamber, 2200 Huntington Drive, San Marino, California.

VERONICA RUIZ, CMC
CITY CLERK

**MINUTES
REGULAR MEETING
OF THE SAN MARINO CITY COUNCIL
MARCH 9, 2016 - 6:00 P.M.**

CALL TO ORDER Mayor Allan Yung called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL **PRESENT:** Councilman Huang, Councilman Talt, Councilman Ward, Vice Mayor Sun, and Mayor Yung

PUBLIC COMMENTS

There were no public comments at this time.

MOTION TO WAIVE FURTHER READINGS

Vice Mayor Richard Sun moved to waive the reading of the entire text of ordinances and resolutions; seconded by Councilman Steven Huang. The motion carried unanimously by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Councilman Richard Ward, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: None.

PRESENTATIONS

1. INTRODUCTION OF DR. RAJEN VURDIEN, NEW SUPERINTENDENT-PRESIDENT OF PASADENA CITY COLLEGE

City Manager John Schaefer introduced the new Superintendent and President of Pasadena City College, Dr. Rajen Vurdien.

OATH OF OFFICE

2. INTRODUCTION AND OATH OF OFFICE OF NEW POLICE OFFICER - KEVIN CORDISHI

Police Chief John Incontro introduced new Police Officer Kevin Cordishi, who was administered the oath of office by the City Clerk.

STUDY SESSION

3. CONSIDERATION OF STORMWATER REMEDIATION FUNDING OPTIONS

Environmental Services Manager Ron Serven presented the staff report.

Kevin Sales of KJ Services, who provides NPDES consulting services to the City, explained that the watershed group that the City participates in estimates that the City's share of the implementation costs for storm water remediation over the next 20 years will be \$50.89 million.

The following person(s) spoke:
Gene Ruckh, San Marino

Councilman Richard Ward moved to direct staff to communicate support for Senator Bob Huff's proposal to seek federal assistance with storm water mitigation mandates and send a letter to LA Metro seeking Measure R2 transportation funds for storm water mediation; seconded by Vice Mayor Richard Sun. The motion carried unanimously by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Councilman Richard Ward, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: None.

CONSENT CALENDAR

Vice Mayor Richard Sun moved to adopt the Consent Calendar consisting of Items 4, 5, 6, 7, and 8; seconded by Councilman Richard Ward. Following a roll call, the motion carried unanimously by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Councilman Richard Ward, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: None.

4. **FEBRUARY 2016 DISBURSEMENT REPORTS**
Ratify and file the Disbursement Reports for the period ending February 29, 2016.
5. **APPROVAL OF MINUTES**
Approve the City Council Minutes of the Adjourned Regular Meeting of January 29, 2016, and the Regular Meeting of February 10, 2016.
6. **ORDINANCE NO. O-16-1306 STANDARDS FOR HEARING NOTICES AND DOCUMENTATION REQUIRED FOR DESIGN REVIEW APPLICATIONS (SECOND READING)**
Approve Ordinance No. O-16-1306 on second reading.
7. **ACCEPTANCE AND AUTHORIZATION TO FILE THE NOTICE OF COMPLETION FOR THE SLURRY SEAL AND STRIPING PROJECT FOR AREA 4 (PROJECT NO. 9271)**
Accept the Slurry Seal and Striping Project (Project No. 9271) as complete and authorize the City Clerk to file the Notice of Completion.
8. **REQUEST TO CLOSE THE CROWELL PUBLIC LIBRARY ON MARCH 27, 2016 IN OBSERVANCE OF THE EASTER HOLIDAY**
Authorize the closure of the Crowell Public Library on March 27, 2016 for the purpose of allowing staff to celebrate Easter Sunday.

NEW BUSINESS

9. EXTENSION OF NORTHBOUND SAN MARINO AVENUE LEFT TURN LANE AT HUNTINGTON DRIVE

Police Chief John Incontro presented the staff report and noted that the proposed changes would eliminate the three public parking spaces adjacent to the Police Department.

City Traffic Engineer Terry Rodrigue gave an overview of the proposed signing and striping changes.

The following person(s) spoke:

Brian Wong, San Marino Police Officers' Association
Gene Ruckh, San Marino
Dale Pederson, San Marino

Councilman Steve Talt moved to continue this item and remand it back to the Traffic Commission for further consideration pertaining to the ingress and egress of Police vehicles and related keep clear markings; seconded by Mayor Allan Yung. The motion carried 4-1 by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: Councilman Richard Ward.

PUBLIC HEARINGS

10. RELOCATION OF THE SOUTHERN CALIFORNIA GAS COMPANY DATA COLLECTION UNIT CURRENTLY LOCATED IN FRONT OF 1435 CIRCLE DRIVE TO 1280 ROSALIND ROAD ALONG CITY RIGHT-OF-WAY

Planning Intern Vanessa Quiroz presented the staff report.

City Attorney Steve Dorsey explained that, since this program has been approved by the Public Utilities Commission, the City has limited authority to regulate the program.

Helen Romero-Shaw, Public Affairs Manager for the Southern California Gas Company, provided an overview of the Advanced Meter Facility Data Collection Unit Program.

Derek Sampson, Site Acquisition Manager for the Southern California Gas Company, described the requirements considered in determining the optimal location for installation.

Mayor Allan Yung opened the hearing for public comment.

The following person(s) spoke in opposition to the proposed location:

Jenny Lim, San Marino

Miriam Nakamura-Quan, San Marino
Linda Recabaren, San Marino
Mrs. Recabaren, San Marino
Raymond Quan, San Marino

Hearing no further public comment, the Mayor closed the public hearing.

Councilman Steve Talt moved to continue this item to the March 25, 2016 Council Meeting and requested that The Gas Company perform further due diligence in determining the best available relocation for the data collection unit; seconded by Vice Mayor Richard Sun. The motion carried unanimously by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Councilman Richard Ward, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: None.

11. PROPOSED WIRELESS TELECOMMUNICATION FACILITIES LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY ON THE NORTH CORNER OF ROSALIND ROAD AND SHENANDOAH ROAD AND A SECOND LOCATED AT SOUTH EAST CORNER OF SANTA ANITA AVENUE AND LOMBARDY

Planning and Building Director Aldo Cervantes presented the staff report.

Applicant and representative from Crown Castle, Carver Chiu described the scope of the project which would address coverage needs.

Mayor Allan Yung opened the hearing for public comment.

The following person(s) spoke in opposition to the proposed installation:

Miriam Nakamura-Quan, San Marino
Raymond Quan, San Marino
Jenny Lim, San Marino

Applicant and representative from Crown Castle, Carver Chiu responded to public comments.

Hearing no further public comment, the Mayor closed the public hearing.

Council determined that the proposed project did not meet the required development standards, and the applicant failed to show any significant gap in coverage.

Councilman Steven Huang moved to deny both wireless telecommunication facilities; seconded by Councilman Steve Talt. The motion carried unanimously by the following vote: AYES: Councilman Steven Huang, Councilman Steve Talt, Councilman Richard Ward, Vice Mayor Richard Sun, and Mayor Allan Yung. NOES: None.

WRITTEN COMMUNICATIONS

There were no written communications at this time.

COUNCIL REPORTS

There were no Council reports at this time.

CITY MANAGER'S REPORT

City Manager John Schaefer distributed copies of a letter he sent out regarding Assembly Bill 1707. He also reported attending a meeting on the 710 Freeway.

PUBLIC WRITINGS DISTRIBUTED

There were no public writings at this time.

PUBLIC COMMENTS

The following person(s) spoke:

Gene Ruckh, San Marino, commented on The Sierra Madre Police Department and Proposition 13 (*submitted documents*).

CLOSED SESSION

The City Council recessed to Closed Session at 9:00 p.m. to:

12. PUBLIC EMPLOYEE PERFORMANCE EVALUATION—PURSUANT TO GOVERNMENT CODE SECTION 54957:

Title: City Manager

RECONVENE TO OPEN SESSION

Council reconvened to open session at 10:10 p.m.

CLOSED SESSION REPORT

There was no reportable action.

ADJOURNMENT

The San Marino City Council adjourned at 10:11 p.m. to an adjourned regular meeting to be held on **FRIDAY, MARCH 25, 2016, at 8:00 A.M.** in the City Hall Council Chamber, 2200 Huntington Drive, San Marino, California.

City of San Marino AGENDA REPORT



Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

TO: MAYOR AND MEMBERS OF THE CITY COUNCIL
FROM: JOHN SCHAEFER, CITY MANAGER
BY: ALDO CERVANTES, PLANNING AND BUILDING DIRECTOR
DATE: APRIL 13, 2016
SUBJECT: **FRANCHISE TAX BOARD DATA SHARING AGREEMENT**

BACKGROUND

The California Franchise Tax Board offers a data sharing program where the City and State can share business license tax data in exchange for the State's income tax information. This allows each agency to ensure that business owners are properly registered with both agencies and are properly reporting their taxes.

FISCAL IMPACT

There is no cost to the City to participate in this program. The amount of increased business license tax as a result of the information received is unknown.

RECOMMENDATION

Staff recommends that the City Council direct the City Manager to execute the attached Standard Agreement. If Council agrees, the appropriate action would be to:

“A motion to direct the City Manager to execute the attached Standard Agreement.”

Attachments: State of California Standard Agreement

AGREEMENT NUMBER C1500151
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME
Franchise Tax Board
 CONTRACTOR'S NAME
City of San Marino
- The term of this Agreement is: **June 1, 2016 or date of approval, whichever is later, through December 31, 2018**
- The maximum amount of this Agreement is: **\$ 0.00**
NON-FINANCIAL AGREEMENT
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	3 pages
Exhibit C* – General Terms and Conditions	GTC610
Exhibit D – Special Terms and Conditions	3 pages
Exhibit E – City Record Layout Specifications	2 pages
Exhibit F – FTB Record Layout Specifications	1 page
Exhibit G – Confidentiality Statement	1 page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dqs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of San Marino		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 2200 Huntington Drive, San Marino CA 91108		
STATE OF CALIFORNIA		
AGENCY NAME Franchise Tax Board		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Michael A. Banuelos, Procurement and Contracting Officer or Designee		
ADDRESS P.O. Box 2086, Rancho Cordova, CA 95741-2086		

Exempt per: **SCM 1 - 4.04.A.2.**

EXHIBIT G
CONFIDENTIALITY STATEMENT (FTB 712)

State of California

Franchise Tax Board

Confidential tax return information is protected from disclosure by law, regulation, and policy. Information security is strictly enforced. Violators may be subject to disciplinary, civil, and/or criminal action. Protecting confidential tax return information is in the best interest of the city and state.

As a City employee, you are required to protect all information of or received from the Franchise Tax Board (FTB). To protect confidential tax data, you must:

- **Access or modify tax data solely to perform official duties.**
- **Never access or inspect tax data for curiosity or personal reasons.**
- **Never show or discuss confidential tax data with anyone who does not have a need to know.**
- **Never remove confidential tax data from your worksite without authorization.**
- **Place confidential information in approved locations only.**

Unauthorized inspection, access, use, or disclosure of confidential tax data is a crime under state laws, including but not limited to, California Revenue and Taxation Code Sections 19542, 19542.1 and 19552, and Penal Code Section 502. Unauthorized access, inspection, use, or disclosure may result in either or both of the following:

- **State criminal action**
- **State and/or taxpayer civil action**

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.

Name	
Signature	Date

EXHIBIT G
CONFIDENTIALITY STATEMENT (FTB 712)

State of California

Franchise Tax Board

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- **State criminal action**
- **State and/or taxpayer civil action**

I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, inspection, use, or disclosure of confidential information may be punishable as a crime and may result in disciplinary and/or civil action against me.

Name	
Signature	Date

EXHIBIT A
SCOPE OF WORK

This Agreement is entered into by and between the Franchise Tax Board, herein after referred to as (FTB), and the City of San Marino, herein after referred to as the City.

Purpose:

This Agreement provides for the reciprocal exchange between FTB and the City tax data specific to City business license information for tax administration purposes. By entering into a reciprocal agreement, each party agrees to bear its own costs of providing the data, and the City is precluded from obtaining reimbursement.

Both parties will abide by the legal and confidential provisions of this Agreement. Exhibits A, C, D, E, F, and G, attached hereto and incorporated by reference herein, set forth additional terms to which the parties agree to be bound.

No Federal Tax Information will be exchanged.

Legal Authority:

California Revenue and Taxation Code (R&TC) Section 19551.1 authorizes a reciprocal agreement for the exchange of specified tax information between a City and FTB. R&TC Section 19551.5 mandates counties to provide City business licensing and tax information to FTB upon request.

City Responsibilities:

1. The City agrees that the information provided by FTB will be used exclusively to administer the City's business tax program.
2. The City agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose; and will only be accessed or used by City employees whose duties are to administer the City's business tax program.
3. The City agrees to provide FTB with tax information pursuant to Exhibit E, Format Specifications, which shall include, but not be limited to, the following:
 - Business or owner's name.
 - Business or residence address.
 - Federal employer identification number or social security number.
 - Ownership type.
 - North American Industry Classification Code or Standard Industry Classification Code.
 - Business start and cessation dates.
 - City Business Tax Number, to be assigned to the City by FTB.
4. The City agrees to extract and provide City data to FTB annually in June for each tax year that the Agreement is in place: June 2016, 2017, and 2018. If the Agreement is executed after June 30, 2016, the City will have 30 days after execution to provide FTB with the first year's data.

EXHIBIT A
SCOPE OF WORK

5. The City agrees to submit the records to FTB electronically using FTB's Secure Web Internet File Transfer (SWIFT) system.
6. The City agrees to submit the records to FTB in ASCII fixed-length format, .txt, per the Format Specifications, Exhibit E.
7. The City agrees to resubmit data in the event data is initially submitted with errors. The resubmission of data must be within 30 days of notification. If data is not submitted accurately and timely, the City will forfeit its rights to FTB data for that year.
8. The City agrees that each City employee having access to FTB data shall sign a City Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G). The signed statement is to be retained by the City and produced to FTB upon request.
9. The City agrees to submit to FTB a completed Safeguard Review Questionnaire prior to receiving any FTB data. The Safeguard Review Questionnaire is valid for the duration of the Agreement.
10. The City agrees to provide a copy of the resolution, order, minutes reflecting passage of a motion, or ordinance of the local governing body authorizing the execution of the Agreement.

FTB Responsibilities:

1. FTB agrees that information provided by the City will be used for tax administration and non-tax programs that FTB administers and may be shared with other state or federal agencies as authorized by law.
2. FTB agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose, except as provided in paragraph 1 or otherwise authorized by law.
3. FTB agrees to provide the City with data extracted from the Taxpayer Information (TI) system and Business Entities Tax System (BETS). FTB will provide the City with records for taxpayers within the City's jurisdiction who indicate a business on their personal or business entity income tax return. The Record Layout, Exhibit F (FTB 909A) shall include :
 - Taxpayer name.
 - Taxpayer address.
 - Taxpayer social security number or federal employer identification number.
 - Principal Business Activity code.
4. FTB agrees to match the data provided by the City using the social security number or federal employer identification number against FTB's data with a "yes" or "no" indicator on the Record Layout, Exhibit F (FTB 909A). The first year's data match is at the discretion of FTB based on when the data is received from the City and processed.
5. FTB agrees to provide the City with an annual data extract in December 2016 for tax year 2015, in December 2017 for tax year 2016, and in December 2018 for tax year 2017 via SWIFT.

EXHIBIT A
SCOPE OF WORK

6. FTB agrees to register the City for a SWIFT account allowing for the secure electronic transmission of data.
7. FTB agrees to provide the City with a unique City Business Tax Number to be used for reporting purposes only.
8. FTB agrees to allow the City to resubmit data within 30 days of notification, in the event data is initially submitted with errors.

Project Coordinators:

The project coordinators during the term of this Agreement will be:

Franchise Tax Board

Felicia Hicks
City Business Tax Program Manager
Data Resources and Services Unit
P.O. Box 1468, Mailstop A181
Sacramento, CA 95812-1468
Phone: (916) 845-6304
Email: LocalGovtLiaison@ftb.ca.gov

City of San Marino

Angela Hernandez
Clerk Typist
2200 Huntington Drive
San Marino, CA 91108
Phone: (626) 300-0700
Email: AHernandez@cityofsanmarino.org

Return executed agreement to:

Franchise Tax Board

Marisa Lai
Business Acquisitions Unit
P.O. Box 2086, Mailstop A-374
Rancho Cordova, CA 95741-2086
Phone: (916) 845-4518
Fax: (916) 843-2298

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. DATA OWNERSHIP: The confidential tax information being provided to the City under this Agreement remains the exclusive property of FTB. The City shall have the right to use and process the disclosed information for the purposes stated in this Agreement, which right shall be revoked and terminated immediately upon completion of this Agreement.
2. STATEMENT OF CONFIDENTIALITY: The Franchise Tax Board has tax return information and other data in its custody, which is confidential data. Unauthorized inspection or disclosure of state tax return information or other confidential data is a misdemeanor (Revenue and Taxation Code Section 19542, 19542.1 and 19552).

Each City employee who may have access to the confidential data of FTB will be required to sign a City Business Tax Program Confidentiality Statement, FTB 712 (Exhibit G), attesting to the fact that he/she is aware of the confidentiality of the data and the penalties for unauthorized disclosure thereof. The signed statement(s) shall be retained by the City and furnished to FTB upon request.

3. USE OF INFORMATION: The City agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described by this Agreement. The information obtained by FTB shall be used for tax administration and nontax programs that FTB administers and may be shared with other state or federal agencies as authorized by law. The City and FTB further agree that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose other than those identified in this Agreement or as authorized by law.
4. EMPLOYEE ACCESS TO INFORMATION: Both FTB and the City agree that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need to know" basis. The "need to know" standard is met by authorized employees who need information to perform their official duties in connection with the uses of the information authorized by this Agreement. Both parties recognize their responsibilities to protect the confidentiality of this information as provided by law and to ensure that such information is disclosed only to those individuals and for such purposes authorized by the Revenue and Taxation Code.
5. PROTECTING CONFIDENTIAL INFORMATION/ INCIDENT REPORTING: Both agencies, in recognizing the confidentiality of information exchanged, agree to take all appropriate precautions to protect the confidential information obtained pursuant to this Agreement from unauthorized disclosure. Both agencies will conduct oversight of its users with access to the confidential information provided under this Agreement and will immediately notify the FTB's Information Security Audit Unit (SecurityAuditMail@ftb.ca.gov) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, immediately is defined as within 24 hours of the discovery of the breach. The notification must describe the incident in detail and identify responsible personnel (name, title, and contact information). The agency with an incident will comply with the incident reporting requirements in accordance with Revenue and Taxation Code section 19542.1, Civil Code Section 1798.29 and SAM Chapter 5300 to facilitate the required reporting to the taxpayers or state oversight agencies.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

6. INFORMATION SECURITY: Information security is defined as the preservation of the confidentiality, integrity, availability, authenticity, and utility of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this Agreement. The City will store information so that it is physically secure from unauthorized access. The records received by the City will be securely maintained and accessible only by employees of the City business license or tax programs who are committed to protect the data from unauthorized access, use, and disclosure. All FTB electronic data must be encrypted when in transit using FIPS 140-2 approved encryption technology and be password protected and secure at all times when in storage. Confidential information obtained from the FTB must be secured in accordance with the State Administrative Manual, Chapters 5100 (EDP Standards) and 5300 (Information Security); National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate); and additional security requirements provided by FTB.
7. CLOUD COMPUTING ENVIRONMENT: A Cloud Computing Environment cannot be used to receive, transmit, store or process FTB's confidential data without prior approval from FTB's Chief Security Officer.
8. DESTRUCTION OF RECORDS: All records received by the City from FTB, and any database(s) created, copies made, or files attributed to the records received, will be destroyed within three years of receipt or upon termination of the Agreement due to a breach of its terms, whichever occurs earlier. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained. The City will notify FTB City Business Tax Program Manager annually in writing at LocalGovtLiaison@ftb.ca.gov that proper destruction methods have been applied. FTB will destroy City data in accordance with the Department's data retention policies.
9. SETTLEMENT OF DISPUTES: In the event of a dispute, the City shall file a "Notice of Dispute" with the Chief Financial Officer of the Franchise Tax Board within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Financial Officer or his/her designee shall meet with the City and the FTB contacts for purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final.
10. SAFEGUARD REVIEW QUESTIONNAIRE AND REVIEW: Prior to sending data to the City, FTB requires the City to submit a Safeguard Review Questionnaire certifying the protection and confidentiality of FTB data. The FTB retains the right to conduct on-site safeguard reviews of the City. The City will be provided a minimum of seven (7) days' notice prior to an on-site safeguard review being conducted by the FTB Disclosure Office. The on-site safeguard review will examine the adequacy of information security controls established by the City and compliance with the confidentiality requirements of this Agreement. The City will take appropriate disciplinary actions against any user determined to have violated security or confidentiality requirements.
11. LIMITED WARRANTY: Neither party represents or warrants the accuracy or content of the material available through this Agreement, nor each expressly disclaims any express or implied warranty, including any implied warranty of fitness for a specific purpose.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

12. CANCELLATION: Either party may terminate this Agreement, in writing for any reason, upon thirty (30) days' prior written notice. This Agreement may be terminated immediately by either party in the event of any breach of the terms of this Agreement.
13. NO THIRD PARTY LIABILITY: Nothing contained in or related to this Agreement shall create any contractual relationship between either of the Parties and any other party, except between FTB and the City; and no other party shall relieve the City or FTB of its responsibilities and obligations hereunder. Each of the parties agrees to be fully responsible for the acts and omissions of its third party contractors and agents, and of persons either directly or indirectly employed by the party. Neither of the parties shall have any obligation to pay, or to see to the payment of, any monies to any party or persons either directly or indirectly employed by the other.

EXHIBIT E
 CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
SOCIAL SECURITY NUMBER (SSN)	1	9	9	AN	Must be present unless FEIN is provided. Fill unused field with zeros.
FEDERAL EMPLOYER ID NUMBER (FEIN)	10	18	9	AN	Must be present unless SSN is provided. Fill unused field with zeros.
OWNERSHIP TYPE	19	19	1	AN	Must be present: S = Sole Proprietorship P = Partnership C = Corporation T = Trust L = Limited Liability Company
OWNER'S LAST NAME	20	34	15	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S FIRST NAME	35	45	11	AN	Must be present if Ownership Type in position 19 = S.
OWNER'S MIDDLE INITIAL	46	46	1	AN	May be left blank.
BUSINESS NAME	47	86	40	AN	Enter if business is operating under a fictitious name (Doing Business As (DBA)).
BUSINESS ADDRESS NUMBER AND STREET	87	126	40	AN	Address of the business location or the residence of the owner if sole proprietorship.
CITY	127	166	40	A	Must be present.
STATE	167	168	2	A	Enter standard state abbreviation.
ZIP CODE	169	177	9	AN	Enter the five- or nine-digit ZIP Code assigned by the U.S. Postal Service. If only the first five-digits are known, left-justify information and fill the unused fields with zeros.
BUSINESS START DATE	178	185	8	N	Enter the eight-digit date (MMDDYYYY). Zero fill if not known.
BUSINESS CEASE DATE	186	193	8	N	Enter the eight-digit date (MMDDYYYY) if out of business. Zero fill if unknown or still in business.

EXHIBIT E
 CITY AND COUNTY RECORD FORMAT SPECIFICATIONS (FTB 909)

Data Element Name	Start Pos.	End Pos.	Field Size	Usage	Description
CITY BUSINESS TAX NUMBER	194	196	3	N	Enter three-digit number assigned by FTB.
NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)	197	202	6	N	Enter the two- to six-digit NAICS code. Left justify. (example 99 will be 9900). Fill unused fields with zeros.
STANDARD INDUSTRIAL CLASSIFICATION (SIC)	203	206	4	N	Enter the 2-4 digit SIC code. Left justify (example 99 will be 9900). Fill unused fields with zeros.
TOTAL RECORD LENGTH		206			

EXHIBIT F
FRANCHISE TAX BOARD RECORD LAYOUT SPECIFICATIONS (FTB 909A)

Field Name	Length	Start Pos.	Description
ENTITY TYPE	1	1	"P" – personal income tax record; "B" – business entity tax record.
SSN or FEIN	9	2	For "P" records, primary taxpayer's social security number; For "B" records, federal employer identification number.
LAST NAME	40	11	For "P" records, the primary taxpayer's last name; For "B" records, business name.
FIRST NAME	11	51	For "P" records ONLY.
MIDDLE INITIAL	1	62	For "P" records ONLY.
SPOUSE SSN	9	63	For "P" records filed with a joint return.
SPOUSE LAST NAME	17	72	For "P" records filed with a joint return.
SPOUSE FIRST NAME	11	89	For "P" records filed with a joint return.
SPOUSE MIDDLE INITIAL	1	100	For "P" records filed with a joint return.
PBA CODE	6	101	Principal Business Activity code.
ADDRESS NUMBER	10	107	
PRE-DIRECTIONAL DIRECTOR	2	117	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET NAME	28	119	
STREET SUFFIX	4	147	e.g., ST, WAY, HWY, BLVD, etc.
POST-DIRECTIONAL INDICATOR	2	151	Postal Service term (i.e., N, S, E, W, NE, NW, SE, SW).
STREET SUFFIX 2	4	153	
APARTMENT/SUITE NUMBER	10	157	e.g., APT, UNIT, FL, etc.
CITY	13	167	
STATE	2	180	Standard state abbreviation.
ZIP CODE	5	182	The five-digit ZIP Code assigned by the U.S. Postal Service.
ZIP CODE SUFFIX	4	187	Provided if known.
CBT MATCH	1	191	"N" – No match per CBT data. "Y" – Yes: CBT matched to state tax return filed.

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: JOHN T. SCHAEFER, CITY MANAGER

DATE: APRIL 13, 2016

SUBJECT: **RENEWAL OF GENERAL SERVICES AGREEMENT
WITH COUNTY OF LOS ANGELES**

Allan Yung, MD, Mayor
Richard Sun, DDS, Vice Mayor
Steven W. Huang, DDS, Council Member
Steve Talt, Council Member
Richard Ward, Council Member

BACKGROUND

The City of San Marino currently has an agreement with the County of Los Angeles for General Services. This agreement allows the City on an as needed base to utilize certain County services. While the City does not typically avail itself to these services, one recent example of County assistance was the construction of the Circle Drive Bridge.

This agreement also allows for other as needed services like predatory animal control, prosecution of city ordinances, direct assessment collection and a variety of public works services. This agreement does not cover ongoing services like law enforcement, fire protection or public health enforcement.

The City's current agreement with the County of Los Angeles expires on June 30, 2016 and Staff would like to renew the agreement for an additional five years (until June 30, 2021) so that in the event we need to use some County services, we would already have the agreement in place.

FISCAL IMPACT

None at this time, there will only be costs if the City elects to have the County provide services.

RECOMMENDATION

Staff recommends that the Council authorize the Mayor to sign and renew the General Services Agreement between the City of San Marino and the County of Los Angeles. If the Council supports that action, the appropriate action would be:

“A motion to authorize the Mayor to sign a renewal General Services Agreement with the County of Los Angeles.”

Attachments: Cover Letter from County of Los Angeles Chief Executive Officer
General Services Agreement



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

January 28, 2016

Mr. John Schaefer
City Manager
City of San Marino
2200 Huntington Drive
San Marino, CA 91108

Dear Mr. Schaefer:

RENEWAL OF GENERAL SERVICES AGREEMENT

The General Services Agreement (GSA) between your City and the County of Los Angeles will expire on June 30, 2016. To ensure continuation of the services you are currently receiving, and to offer you the ability to add or augment services in the future, we would like to work with your city to renew the existing agreement for a five-year period, commencing on July 1, 2016 through June 30, 2021.

General Services Agreements have been executed with most cities within the County. The GSA is general in nature and simply authorizes the County to provide services requested by your city. Services provided under the GSA consist of "as-needed" time-limited services such as predatory animal control, prosecution of city ordinances, direct assessment collection, and a variety of public works services. Ongoing services, such as law enforcement and public health code enforcement, are provided by the responsible County departments through Specific Service Agreements (SSAs). Any SSAs between your City and the County of Los Angeles are not affected by renewal of this GSA.

Four copies of the GSA are enclosed for your Council's approval. To allow sufficient time to approve renewal of your City's current GSA prior to its expiration, **please retain one copy for your records and return three original, signed copies, to include a certified copy of your Council's resolution, no later than Monday, April 25, 2016, to:**

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

"To Enrich Lives Through Effective And Caring Service"

**Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only**

Mr. John Schaefer
January 28, 2016
Page 2

Chief Executive Office
Intergovernmental and External Affairs
723 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Patricia Carbajal

One original will be returned to you upon execution by the Board of Supervisors. If you have any questions or desire additional information, Ms. Carbajal may be reached at (213) 974-1327 or at pcarbajal@ceo.lacounty.gov.

We look forward to our continued association.

Sincerely,



Manuel Rivas, Jr., Director
Legislative Affairs and Intergovernmental Relations

MR:PC:lm

Enclosure

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2016, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of San Marino, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agent, officer or employee, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2021, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2021, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2021, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2016.

The City of San Marino,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____
Deputy

By _____
Chair, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

Memorandum of Understanding

Between the City of San Marino/ Crowell Public Library and the Friends of the Crowell Public Library

This Memorandum of Understanding (“MOU”) is made and hereby entered into this ____ day of ____ 2016, by and between the CITY of San Marino, a municipality in the State of California, whose business address is 2200 Huntington Drive, San Marino, CA 91108, and which operates the CROWELL PUBLIC LIBRARY hereinafter collectively referred to as the “the Library” and the FRIENDS OF THE CROWELL PUBLIC LIBRARY, CITY OF SAN MARINO a non-profit 501(c)(3) organization and hereinafter referred to as “the Friends,” and collectively, as “the Parties.”

GENERAL

The Friends mission is to foster and develop closer relations between the San Marino Public Library and the residents of the community; to promote knowledge and understanding of the functions, services, and needs of the Library as a major educational resource, research center, and source of information and cultural growth; and to raise funds to maintain and enrich the resources and services of the Library. As a non-profit, 501(c)(3) organization, however, it is a legally distinct entity, and it is not a part of the Library.

The Friends offer “memberships” to the community dedicated to support of the library through the payment of a membership fee. The Friends also receive community contributions of voluntary service in support of Friends’ activities.

The Library recognizes the existence of this independent organization, which shares the goals of the Library to enhance and promote library service in the CITY of San Marino. The Friends is a focal point for citizen volunteer activity; it supports library services and raises funds through memberships, sponsorships, and the ongoing operation of the Book Shoppe and special sales. Funds raised are intended for both new and existing select library programs and services and for select capital needs of the Library. Allocation of funds by the Friends is by the sole authority of the Friends; however, the CITY will provide advice on allocation priorities and may refuse offers deemed inappropriate for the Library.

In accordance with the Friends’ bylaws, under no circumstances will the Friends’ financial support for the Library be considered or perceived to be a replacement for adequate public funding for the Library.

To ensure further collaboration, communication, and cooperation between the Library and Friends, the following actions shall be undertaken.

- The Friends will continue to operate independently of the Crowell Public Library.
- The Friends will conduct regular Board meetings as required by its Bylaws. These meetings are open to Library or CITY staff, the Library Board of Trustees (“Trustees”) and the public in order to provide active participation in the allocation of

library funds raised or in the planning of Friends' activities at the Library. Library/CITY staff or Trustees can attend meetings as ex-officio non-voting members of the Friends' Board. Staff and Trustee contributions to the Friends meetings will include updates on library policies, long-term planning, and funding and volunteer needs and such other information as appropriate to inform the Friends of the Library's funding priorities.

- Library staff will support the Friends mission by providing access to storage and Book Shoppe areas and assistance with promotional materials, room arrangements, and display areas.
- Library staff will acknowledge and market the financial and volunteer contributions of the Friends as a means to helping the Friends attract new members, donations or financial contributions to the Friends.
- Library staff will provide assistance with the preparation and production of fundraising materials or other promotional activities as may be required by the Friends within the limitations of available library staff and the Library's operational priorities.
- Library staff will keep Friends informed of library matters in a timely manner through the CITY Librarian, including a copy of the Library Board of Trustees' agenda packet.
- The Friends agree to publicly support the Library and its policies that are consistent with the mission of the Friends and not otherwise in violation of Federal or State Law regarding political activities of non-profit entities. They further agree to work with the Library Administration when proposing new Friends' projects or carrying out new Friends' programs.
- The Library shall endeavor to secure advice and support for the Friends on technical issues provided there is no conflict with the Library's public duties.

OBJECTIVE OF MEMORANDUM OF UNDERSTANDING

The objective of this MOU is to clarify the relationship between the parties as well as each party's roles and responsibilities relative to the other.

RELATIONSHIP ISSUES

The Friends and the Library shall each retain the right to set their own policies pertaining to fundraising, sponsorship and advertising but in setting such policies, will respect the responsibilities of each other as independent entities with overlapping missions.

The Friends will respect the Library's right to refuse any gift, sponsorship, or advertisement that the Library deems to be inappropriate for the Library or is not in keeping with the Library's mission, ends, core values and policies.

No party shall attempt to exercise undue influence over the operations or direction of the other party.

ADMINISTRATIVE ISSUES

The CITY hereby grants the Friends use of the Book Shoppe for the purposes of facilitating fundraising for the Crowell Public Library.

The term of the MOU shall extend from the date hereof until December 31, 2019 (“Term”). Should the Friends desire to not renew the MOU, the Friends shall submit to the CITY in writing their intent to renew ninety (90) days prior to the end of the Term. If notice is not provided by the Friends prior to the end of the Term, this Agreement shall automatically renew for successive Term(s) of three years and on the same terms and conditions as contained herein. Either party may terminate this Agreement with or without cause by delivering written notice to the Library or Friends’ signatory assigned below with a copy of such notice to the CITY Attorney and to Kelly Ryan c/o The Ryan Law Firm, P.C. 139 E. Olive Ave., F11, Monrovia CA 91016 or such other person(s) as the parties identify in writing.

The Friends shall prepare and submit a year-end report of its activities for inclusion in the Library’s Annual Report, or as requested by the CITY Librarian.

The Friends shall produce and submit financial reports on an at least semi-annual basis and shall furnish copies to the CITY Librarian.

The Friends are responsible for the assignment and conduct of Friends volunteers working on Library/CITY property and will investigate any complaints by the public and take appropriate corrective measures when needed.

FUNDING PRIORITIES

The CITY/ CITY Librarian will work closely with the Friends Board to determine appropriate funding priorities for the enhancement of Library services.

On an annual basis or more frequently as mutually agreed by the Parties, the CITY/CITY Librarian shall make a written request to the Friends stating the purpose for which funds are being sought. The request shall include a brief summary of the needs and the amount of funding required to support materials or programs. The Friends will respond to any such request(s) as appropriate and consistent with the Friends Bylaws. Approval of any request(s) will be subject to approval by motion by the Friends Board of Directors, consistent with the exercise of its reasonable business judgment and availability of monies to fund such requests. Consistent with its mission, the Friends agree that the items for which funding is requested shall be a priority agenda item for consideration by the Friends Board in consideration of the permissions granted by the Library to operate within the Library. The CITY/CITY Librarian shall ensure there is no conflict with any priority items established on the list.

THE BOOK SHOPPE

It is agreed that the CITY hereby grants permission for the Friends to operate a book store in a public area of the Crowell Public Library, located at 1890 Huntington Drive, San Marino, CA 91108 (the "Book Shoppe") for the Term hereof in consideration of the following:

Friends agree to establish store hours and ensure the facility is available to the public for the purchasing of donated book items or related materials. The CITY acknowledges that Book Shoppe hours are contingent on the availability of volunteers; however, every effort will be made by the Friends to maintain a consistent Book Shoppe schedule.

Friends shall pay the CITY the sum of One Dollar (\$1), the receipt of which is hereby acknowledged, and the other consideration identified in this MOU for the access and use of the Book Shoppe for the entire Term of this MOU.

The CITY shall pay for all utilities associated with the Book Shoppe (Book Shoppe phone, gas, water, and electricity), their installation and the meters associated with reading usage, and maintenance that may be consumed on the property.

Friends shall maintain the premises in accordance with and consistent with the Library/CITY custom and practice. Any alteration or modifications to the Book Shoppe or any other area utilized by the Friends must be preapproved in writing by the CITY. Alteration or modification includes, but is not limited to, changes to the physical premises such as attachments for window coverings, wall fixtures, millwork, signage, etc.

Friends shall maintain the Book Shoppe in a clean, secure and orderly condition and not infringe on rules and regulations governing safety and access.

To the extent possible, Friends warrant compliance to all local, State, and Federal laws.

Friends agree to work with Library Administration in establishing rules and procedures consistent with the values of the Crowell Public Library and the CITY.

IDEMNIFICATION:

Except for the sole negligence or intentional acts of the CITY, its employees, and/or agents, the Friends shall defend, indemnify and keep and hold the CITY of San Marino, including CITY officers, employees and agents, their successors and assigns, harmless from any and all costs, liability, damage or expense (including costs of suit and fees and expenses of legal services) claimed by anyone by reason of injury to or death of persons, or damage to or destruction of property, including property of the Friends, sustained in, on or about the demised premises or arising out of Friends' use or occupancy thereof, as a proximate result of the acts or omissions of Friends, its employees and agents, or its contractors, licensees, invites or subtenants, their successors and assigns or arising out of the condition of the property. The CITY shall, by appropriate written notice to the Friends, advise the Friends as soon as practicable regarding any potential liability of the Friends under this Section.

INSURANCE:

This MOU is between the CITY and the Friends collaborating to operate the Book Shoppe and conduct or sponsor library-related events.

Without limiting the Friends' indemnification of the CITY as set forth above, and prior to commencement of this Agreement, the Friends shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the CITY.

General liability insurance. Friends shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

Automobile liability insurance. The Friends shall ensure Board members and anyone driving in personal vehicles in the scope of the Friends' business should obtain their own personal coverage or be covered under insurance provided by the Friends. Auto insurance obtained by the Friends, if applicable, shall be at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Friends arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Property insurance. The CITY of San Marino is self-insured or participates in a liability self-insurance pool. As such, the CITY agrees to provide property insurance including fire insurance. Because major improvements are provided by the CITY to maintain the facility, the CITY further agrees to insure major improvements.

Proof of insurance. Friends shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein. Insurance certificates and endorsement must be approved by CITY's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with CITY at all times during the term of this contract. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Friends shall procure and maintain for the duration of this MOU insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of its duties in connection herewith.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Friends or others

providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Friends hereby waive its own right of recovery against the CITY, and shall require similar written express waivers and insurance clauses from each of its subcontractors, independent contractors, and/or agents.

Enforcement of contract provisions (non estoppel). Friends acknowledges and agree that any actual or alleged failure on the part of the CITY to inform Friends of compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Friends agree to oblige its insurance agent or broker and insurers to provide to Agency with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide, or be endorsed to provide, that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Agency's right to revise specifications. The CITY reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Friends ninety (90) days advance written notice of such change.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the CITYCITY. The CITYCITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the CITY.

Timely notice of claims. Friends shall give the CITY prompt and timely notice of claims made or suits instituted that arise out of or result from Friends' performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Friends shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection.

TERMINATION:

Should the Friends be dissolved; or if a petition in bankruptcy or insolvency be filed by or against the Friends; voluntary or involuntary; or if the Book Shoppe shall become inoperative for a period of ninety (90) days; or if the facility is conducted so as to constitute public nuisance; or

if any other material provisions of this MOU, as amended or supplemented, are breached and such breach is not corrected within ten (10) business days after written notice from the CITY to the Friends, then in any such event the CITY immediately may terminate this MOU by written notice to Friends and recover and resume possession of the Book Shoppe.

The Friends shall, upon the expiration or earlier termination of the term of this MOU, immediately surrender and deliver the Friends to the CITY in good condition and repair, together with all improvements made by the Friends, any and all furniture, furnishings, equipment and personal property then provided by the CITY and located at the Book Shoppe. The Friends reserves the right to keep furnishings, equipment, or personal property retained by the Friends or return furnishings, equipment, and other property retained from a third party.

The Friends will pay to the CITY all costs and reasonable attorney's fees which the CITY may be required to incur in enforcing any of the rights or remedies under this Agreement

NOTICE:

Any notice that the CITY may wish to give the Friends hereunder will be deemed received by the Friends five (5) business days after being mailed by certified mail to: President, with a copy by email or fax to Kelly Ryan, c/o The Ryan Law Firm, P.C. 139 E. Olive Ave. Fl 1 Monrovia CA 91016. FAX (626) 568-8809; email: kryan@ryanattorneys.com.

Notices to CITY shall be deemed given five (5) business days after sending by certified mail to CITY at CITY of San Marino, 2200 Huntington Drive, San Marino, CA 91108, Attn: CITY Clerk.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day of ____, 2015.

CITY OF SAN MARINO

BY: _____
JOHN T. SCHAEFER, CITY MANAGER

Attest:

VERONICA RUIZ, CITY CLERK

FRIENDS OF THE CROWELL PUBLIC LIBRARY, CITY OF SAN MARINO

A California Non-Profit Corporation

Name
Title:

Name: _____
Title: _____

(Two signatures of corporate officers required.)

DRAFT

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: LUCY GARCIA, ASSISTANT CITY MANAGER
IRENE MCDERMOTT, CITY LIBRARIAN

DATE: APRIL 13, 2016

SUBJECT: **MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SAN MARINO AND
THE FRIENDS OF THE CROWELL PUBLIC LIBRARY**

Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

*Steven W. Huang, DDS, Council
Member*

Steve Talt, Council Member

Richard Ward, Council Member

BACKGROUND:

In January 2008, the City of San Marino finished construction and built the new Crowell Public Library. After years of planning and fundraising, the 29,000 square foot facility was opened to enhance library service and accommodate new offerings to the community.

The installation of the new library allowed for the recognition of various library donors. One particular donor was the Friends of the Crowell Public Library, which contributed monies for the naming rights of the Friends Book Shoppe. For years, the Friends have been valuable contributors and partners in the delivery of library programs and materials, particularly in relation to children's services. As a result of the Friends' generous contribution, the City agreed the Friends would operate the Friends Book Shoppe out of the Crowell Public Library. Funds received via this Book Shoppe would be deposited into the Friends' coffers; however, consistent with the Friends' Bylaws, the Friends would agree to hear annually the City's request for library funding. Contingent on the availability of funds, the Friends would allocate monies for various library efforts, including conducting activities of their own (ie, Author Series), membership drives, volunteer recognition, and special book sales.

For some time, the City has discussed with the Friends the concept of a Memorandum of Understanding (MOU) to formalize the City's arrangements with the Friends relative to their use of the Book Shoppe. While the Shoppe was specifically designed to accommodate the Friends' book sales, the City's risk practice is to have an MOU in place to ensure the use of the space is consistent with the parties' and the City's needs and expectations. Relative to this MOU specifically, the City agrees to accommodate maintenance, utilities, and improvements, while the Friends agree to staff and operate the Shoppe. Further, as a result of the Friends' operation of the Shoppe, the Friends agree to indemnify and hold harmless the City from Friends' activities.

ANALYSIS:

Staff met with Friends' members to address the components of the MOU and concerns. Matters of the highest importance were the term of the agreement; the preservation of the "collaborative" between the parties; storage and improvement issues, store hours, security, and coordination of volunteers.

On February 16, 2016, in a meeting with the Friends' Board, the Friends agreed to move forward with the draft agreement attached herein. The Library Board of Trustees also reviewed the Friends' MOU, and on February 29, 2016, formally submitted their recommendation to approve it.

FISCAL IMPACT:

The total cost of the MOU, which enables the complete operations of the Book Shoppe by the Friends, is zero dollars, although the City accommodates maintenance and utilities for the Shoppe via the library's annual operating budget. The Friends agree to pay the City \$1 a year for the use of the Shoppe. In exchange for the Friends operating the Shoppe and receiving Shoppe revenue, the City reserves the right to request monies from the Friends for various library programming and materials; however, how much money and when the funds will be allocated are at the discretion of the Friends' Board. The City receives approximately \$50,000 a year annually from the Friends, not including special events and special collections or requests including, for example, funding for equipment and furnishings. One fiscal year, the Friends also financed the reinstatement of Library hours on Friday.

RECOMMENDATION:

Staff recommends the City Council approve the Memorandum of Understanding between the City of San Marino and the Friends of the Crowell Public through December 31, 2019. It is recommended that the \$1 per year be applied on January 2017, and every January thereafter. If the Council concurs, the appropriate action would be:

"A motion directing the City Manager to execute a Memorandum of Understanding with the Friends through December 31, 2019."

Attachment: Friends' Memorandum of Understanding

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: CINDY COLLINS, INTERIM RECREATION DIRECTOR
PADDY TABER, ADMINISTRATIVE ANALYST

DATE: APRIL 13, 2016

SUBJECT: STONEMAN CARPET REPLACEMENT

Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

BACKGROUND

The Stoneman School site is the facility headquarters of the City's Recreation Department. Recreation classes, preschool programming and the Department offices are all held at the Stoneman Facility. In 2012, Stoneman School site was purchased by the City from the San Marino School District. While the City is in the process of deciding how to renovate the site to better suit the community, general maintenance items need to be addressed to maintain the health and safety of a public facility. One of these maintenance items is carpet replacement. Staff has checked with the School District and the carpet was last replaced at least 15 years ago. Replacement will consist of commercial school grade carpet and will include the office space and fourteen rooms located throughout the facility. Staff has received three proposals for the work, the lowest from Hampton Floor Covering for \$40,489.40. A complete list of submitted estimates are attached to this report.

FISCAL IMPACT

Improvement funds of \$100,000 have been appropriated in account 394-60-4600-8940 FY 15-16 budget for Stoneman School.

RECOMMENDATION

If Council concurs, the appropriate action would be:

“A motion to authorize the City Manager execute an award of bid to Hampton Floor Covering for carpet replacement at Stoneman in the amount not to exceed of \$40,489.40.”

Attachments: Carpeting Estimates

**CITY OF SAN MARINO
REQUEST FOR PROPOSAL
CARPET REPLACEMENT**

FIRM NAME	Total
Hampton Carpet Covering	\$40,489.40
Dura Flooring Inc.	\$45,860.00
Empire Today 	\$90,808.00

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: LUCY GARCIA, ASSISTANT CITY MANAGER
DEAN WERNER, PARK & PUBLIC WORKS MANAGER
JASMIN ELEPANO, ADMINISTRATIVE ANALYST

Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

DATE: APRIL 13, 2015

SUBJECT: **REJECTION OF BIDS OR THE SLURRY SEAL AND STRIPING
PROJECT – AREA 2, NIB #N-16-01**

BACKGROUND

The Slurry Seal and Striping Project for Area 2, Project No. 2016, NIB # N-16-01, includes 632 extra-large tons (ELT) of slurry seal type II and other related work, e.g. asphalt cement (A.C.) dig-outs, curb and gutter and traffic striping as described in the specifications and contract documents.

The project was posted on Planet Bid, the City's website for bid opportunities, on February 16, 2016. The City of San Marino also published a Notice Inviting Bids on February 19 and 26, 2016 in the local paper. There were eighteen (18) prospective bidders.

On March 8, 2016 at 11:00 A.M., sealed bids were opened and read. Of the eighteen (18) prospective bidders, seven (7) submitted a bid. The submitted bids ranged from \$316,634.00 to \$423,968.00.

ANALYSIS:

The bids received exceed the allocation prescribed in the budget (\$200,000). Staff, therefore, recommends rejecting the bid, repackaging and changing the scope of work and re-bidding the project to stay within the planned budget.

In addition, the City is currently developing a new five-year Pavement Management Plan (PMP), to be implemented in FY 2016-17. As a result of the plan and pending street improvement recommendations and priorities, it behooves the City to wait for a period of approximately two months to ensure this project and other unfinished street enhancement projects can be incorporated and/or will be consistent with the PMP.

FISCAL IMPACT

The Slurry Seal and Striping Project – Area 2 (Project No. 9271) was budgeted under Account #394-48-4600-2016 for Slurry Seal Various Streets for \$200,000, which is not sufficient to cover the costs of the project as submitted by the contractors.

RECOMMENDATION

Staff recommends that the City Council reject all bids for the Slurry Seal and Striping Project – Area 2 (Project No. 9271), NIB #N-15-06. If Council concurs, the appropriate actions would be:

If Council concurs, the appropriate action would be:

“A motion to reject all bids for the Slurry Seal and Restriping Project Area #2; and,

A motion to direct staff to re-bid the project.”

Attachments: None

City of San Marino AGENDA REPORT



Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

TO: MAYOR AND CITY COUNCIL
FROM: JOHN T. SCHAEFER, CITY MANAGER
BY: JOHN INCONTRO, CHIEF OF POLICE
DATE: APRIL 13, 2016
SUBJECT: **CONSIDERATION OF AWARD OF CONTRACT FOR ANIMAL CARE/CONTROL SERVICES**

BACKGROUND

The city of San Marino currently contracts with the Pasadena Humane Society (PHS) for animal control services. PHS is a non-profit agency that provides animal care services for stray animals in San Marino and many surrounding communities. The city has contracted with PHS for the past 18 years. PHS responds to approximately 800-1,000 service calls annually in the city, which includes a myriad of services such as removing dead animals from public or private property to investigating municipal code violations related to animals. When requested, PHS also provides community animal education at Neighborhood Watch meetings and at the Police and Fire Open House. PHS manages the City's dog-licensing program and credits the City 50% of all dog-licensing revenues and 100% of animal impound fees collected.

The city attorney has reviewed this item.

FISCAL IMPACT

The annual cost for Pasadena Humane Society services is as follows for the 3 year contract period:

Fiscal Year	FY 15-16	\$ 50,940
	FY 16-17	\$ 50,940
	FY 17-18	\$ 52,468.20 (3% increase for CPI)

RECOMMENDATION

Based on the current satisfaction with the service and cost, staff recommends the City continue to contract with Pasadena Humane Society for animal care/control services for the remainder of FY 2015-16 and subsequent FY 2016-17 and 2017-18.

If Council concurs, the appropriate action would be:

“A motion to authorize the City Manager to renew the contract with Pasadena Humane Society.”

Attachments: Professional Services Agreement for Animal Shelter and Animal Control Services

**PROFESSIONAL SERVICES AGREEMENT FOR
ANIMAL SHELTER AND ANIMAL CONTROL SERVICES**
(City of San Marino /Pasadena Humane Society & SPCA)

THIS AGREEMENT (“Agreement”) is made and entered into as of the 1st day of July, 2015 (“Effective Date”), by and between the CITY OF SAN MARINO, a municipal corporation (“City”), and the PASADENA HUMANE SOCIETY & SPCA, a nonprofit corporation (“Society”).

WITNESSETH

WHEREAS, Society is currently providing animal shelter and animal control services, in collaboration with City’s Police Department, for City; and

WHEREAS, Society represents that it has that degree of specialized expertise and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, City desires to maintain the services provided by Society and use the services, supplies, equipment, and facilities of Society in the enforcement and performance of the powers and duties of the San Marino Municipal Code related to the services contemplated herein; and

WHEREAS, Society is willing to provide such services, supplies, materials, and use of its equipment and facilities in the enforcement and performance of said powers and duties and to provide animal shelter and animal control services herein stated; and

WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090–1092, in the subject matter of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, City and Society do hereby agree as follows:

1.0 SERVICES PROVIDED BY SOCIETY

1.1 **SCOPE OF SERVICES.** Society shall perform the professional services identified in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by this reference. 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.

1.2 **PROFESSIONAL PRACTICES.** All professional services to be provided by Society pursuant to this Agreement shall be provided by personnel experienced in

their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by service providers in similar fields and circumstances in accordance with sound professional practices. Society also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Society's performance of this Agreement.

1.3 WARRANTY. Society warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; animal control and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Society shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorney's fees and costs, presented, brought, or recovered against City for, or on account of, any liability under any of the above-mentioned laws, which may be incurred by reason of Society's performance under this Agreement.

1.4 NON-DISCRIMINATION. In performing this Agreement, Society shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5 NON-EXCLUSIVE AGREEMENT. Society acknowledges that City may enter into agreements with other providers for services similar to the services that are subject to this Agreement, or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6 DELEGATION AND ASSIGNMENT. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Society may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Society's sole cost and expense.

2.0 COMPENSATION AND BILLING

2.1 COMPENSATION. 15. In consideration for all services provided to City under this Agreement, City shall pay Society \$4,245.00 each month beginning July 1, 2015, for fiscal years 2015-2016 and 2016-2017. The rate for 2017-2018 fiscal year shall be adjusted by the percentage change in the California Consumer Price Index (CCPI) Los Angeles-Riverside-Orange County for all urban consumers as reported by the California Department of Industrial Relations and measured from the most recent report available on July 1, 2015, to the report issued covering the same month two years later, not to exceed a total of 3 percent. Society will credit the city 50% of all dog-licensing revenues each

month. The city will also be credited 100% of any animal impounds fees that Society may collect.

2.2 ADDITIONAL SERVICES. Society shall retain the proceeds for any additional fees for service(s) including but not limited to adoption, vaccinations and medical procedures for an animal.

2.3 METHOD OF BILLING. Society may submit invoices to City for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Society's services which have been completed to City's sole satisfaction, less the City's share of licensing fees. City shall pay Society's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed and the associated time for completion. Any additional services performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4 RECORDS AND AUDITS. Records of Society's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times for a period of three (5) years from the Effective Date.

3.0 TIME OF PERFORMANCE

3.1 COMMENCEMENT AND COMPLETION OF WORK. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2 EXCUSABLE DELAYS. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0 TERM AND TERMINATION

4.1 TERM. The services provided pursuant to this Agreement shall be begin on the Effective Date and continue for a period of five years, ending June 30, 2020, ("Termination Date"), unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2 APPOINTMENT. Under Code section 6.06.01 , City appoints Society as the Animal Control Officer of City for the period beginning on the Effective Date and ending on the Termination Date, and hereby authorizes, directs, and empowers Society to

perform during the term of this Agreement all the powers and duties conferred and imposed upon the Animal Control Officer by the Code, applicable City policies and regulations, City Police Department policies and regulations, and state laws and regulations, as they may be amended from time to time.

4.3 ACCEPTING OF APPOINTMENT. Society shall during the term of this Agreement perform all the powers and duties conferred and imposed upon the Animal Control Officer, in compliance with all applicable City policies and regulations, City Police Department policies and regulations, and state laws and regulations, as they may be amended from time to time. This includes, but is not limited to, compliance with City and Police Department policies on ethics and professionalism, treatment of the public, the prohibition and discrimination and harassment, and proper use of authority, uniforms, and the police power.

4.4 NOTICE OF TERMINATION. City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing 60 days written notice to Society. In the event of such termination, Society shall continue providing services under this Agreement up to the effective date of termination unless directed otherwise by the City Manager.

4.5 COMPENSATION. In the event of termination by City, City shall pay Society for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress.

4.6 DOCUMENTS. In the event of termination of this Agreement, all documents prepared by Society in its performance of this Agreement including, but not limited to, medical records of animals, data studies, and reports, shall be delivered to City within ten (10) days of delivery of termination notice to Society, at no cost to City. Any use of uncompleted documents without specific written authorization from Society shall be at City's sole risk and without liability or legal expense to Society.

5.0 INSURANCE

5.1 MINIMUM SCOPE AND LIMITS OF INSURANCE. Society shall, at its own cost and expense, promptly secure during the life of this Agreement the following insurance:

- (a) Comprehensive general liability insurance, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy of

not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.

- (b) Comprehensive automobile liability insurance for any owned, non-owned and hired vehicles used in the connection with the performance of this Agreement with a policy of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000), combined single limits, per occurrence and aggregate. Society shall obtain and maintain said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2 ENDORSEMENTS. Each policy of insurance required hereunder shall contain or be endorsed to contain the following:

- (a) "The City of San Marino and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and Agreement with City."
- (b) "This policy shall not be cancelled, reduced, or otherwise modified without the insurance carrier giving the City a minimum of thirty (30) days' prior written notice."
- (c) "Any other insurance maintained by the City of San Marino shall be in excess and not contributing with the insurance provided by this policy."

5.3 CERTIFICATES OF INSURANCE. Society shall submit to City a certificate of insurance and endorsements for each policy not less than one (1) day prior to beginning performance under this Agreement. Each certificate shall be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate(s) must be in a form approved by the City. City may require complete certified copies of any or all policies at any time.

5.4 FAILURE TO MAINTAIN REQUIRED INSURANCE. Failure to maintain required insurance at all times shall constitute a default and material breach of this Agreement. In such event, Society shall immediately notify City and cease all performance under this Agreement until further directed by City other than caring for animals impounded or quarantined at Society's shelter prior to termination. In the absence of satisfactory insurance coverage, City shall have the option to immediately terminate this Agreement.

6.6 GOVERNING LAW. Society shall comply with all applicable state laws, including but not limited to, laws relating to animal shelters, humane organizations, lost and stray animals, and neuter programs.

6.7 ASSIGNMENT. Society cannot assign or delegate or otherwise transfer this Agreement or the rights or duties contained herein to any individual, person or legal entity otherwise without the written consent of the City Manager of City.

6.8 INDEMNIFICATION AND HOLD HARMLESS. Society shall protect, defend, indemnify, and hold harmless City and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error, or omissions of Society, its employees, agents or subcontractors in the performance of this Agreement.

6.9 INDEPENDENT CONTRACTOR. Society is, and shall at all times remain as to City, a wholly independent contractor. Society shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of the Agreement. Society shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City.

6.10 OWNERSHIP OF DOCUMENTS. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Society or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Society agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Society. City shall indemnify and hold harmless Society from all claims, damages, losses, and expenses, including attorney' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Society. Society shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files, audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to City.

6.11 PUBLIC RECORDS ACT DISCLOSURE. Society has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs, or files furnished or prepared by Society, or any of its subcontractors, and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.).

Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Society informs City of such trade secret. City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.12 RESPONSIBILITY FOR ERRORS. Society shall be responsible for its work and results under this Agreement. Society, when requested, shall furnish clarification and/or explanation as may be required by City, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Society occurs, then Society shall, at no cost to City, provide all necessary professional services needed to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.13 PROHIBITED EMPLOYMENT. Society will not employ or make an offer to employ any regular full-time employee of City while this Agreement is in effect.

6.14 ORDER OF PRECEDENCE. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail.

6.15 COSTS. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16 NO THIRD-PARTY BENEFICIARY RIGHTS. This Agreement is entered into for the sole benefit of City and Society and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under, or to this Agreement.

6.17 HEADINGS. Any heading of the several paragraphs of this Agreement is inserted for convenience and reference only and shall not be held or construed in any manner to affect the scope, or to limit or to qualify the meaning or intent of the provisions thereof.

6.18 CONSTRUCTION. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19 AMENDMENTS. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20 WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21 SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to attempt to substitute such provision(s) through good faith negotiations.

6.22 COUNTERPARTS. This Agreement may be executed in counterparts, each of which so executed shall be deemed an original irrespective of the date of the execution, and said counter parts shall together constitute one and the same agreement.

6.23 CORPORATE AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives as of the date of the first written above.

ATTEST:

CITY:

BY: _____
San Marino City Clerk

BY: _____
John Schaefer, City Manager

Approved as to Form:

**THE PASADENA HUMANE
SOCIETY AND SPCA:**

BY: _____
Steven L. Dorsey, City Attorney

BY: _____
Steve McNall, President

PROFESSIONAL SERVICES AGREEMENT FOR
ANIMAL SHELTER AND ANIMAL CONTROL SERVICES

Exhibit A
Scope of Services

1. **Pick-Up Services.** Society agrees to pick up and impound all animals within the City, including stray animals, sick or injured animals, owner relinquished animals for placement or euthanasia, deceased animals, and wildlife. Society will adhere to Code and state law regarding impounding of animals, including California Food and Agriculture Code. Society enforces Code provisions through court proceedings if necessary.
2. **Pick-Up Service Hours.** Society has dispatcher services available from 7 a.m. to 9 p.m. from Monday through Friday, and 9 a.m. to 6 p.m. on Saturday and Sunday. After hours calls from residents are answered by a service that will dispatch emergency response where either a person or animal is in immediate danger. All service requests from the Police Department or City officials will be dispatched immediately.
3. **Response Time.** Society shall establish categories of requests for service (e.g. emergency, priority, routine) through its dispatch policies. Society shall respond to requests from residents or City officials for animal control services, including pick-up services, pursuant to the following response schedule:
 - a. Society shall respond to emergency calls and arrive on scene within 25 minutes of receipt of such calls.
 - b. Society shall respond to any routine call within two (2) hours of receipt or, if appropriate, schedule an appointment with the requesting party.
 - c. In the event of an emergency, Society may be unable to respond within the above prescribed time periods. In such cases, Society shall respond within a time that is reasonably appropriate for the emergency. "Emergency" is defined as any local, state or federal declared emergency or any event which causes Society to evacuate its own facilities including the Facility, or affects the health, safety and well-being of animals residing in the Facility.
4. **Drop-Off Procedures.** Anyone may turn in an animal found within the City during normal business hours at Society's Facility (see No. 6, below), or by calling City's Police Department after hours.
5. **Patrol Services.** Society will make an officer available for patrol from 8 a.m. to 5 p.m. from Monday to Saturday, and on an as-needed basis as agreed upon by City and Society. Society officers are available to respond to requests from the Police Department and from City officials at any time. Society will respond to calls and patrol throughout the City. Upon request from City officials or at the suggestion

- of Society, if any areas prove to be particular “problem areas,” Society will add patrols to respond to the heightened demand.
6. **Facility.** Society shall furnish and maintain during the term of this Agreement a building or enclosure (“Facility”) equipped to provide clean and appropriate housing and care, which shall be suitable for the keeping of all animals that are by law subject to impound. The Facility has designated areas for quarantine, protective custody, and investigation animals. The Facility is open for inspection and review of care provided.
 7. **Facility Services.** Society will provide adequate shelter, care, and emergency veterinary services at the Facility. All animals receive humane treatment and care. A veterinarian is available on-site during business hours, and any animal requiring immediate care will be seen. Partnering veterinarians are available during non-business hours, and they will see any animal requiring immediate care during non-business hours. Society employees are up-to-date on standards of care set by the American Veterinary Medical Association, California Veterinary Medical Association, the Humane Society, and other advisory animal welfare agencies.
 8. **Unclaimed Animals.** If an animal is unclaimed, Society researches identification and attempts to contact the owner by any means available, including by phone, certified letter, etc. After a stray hold, Society strives for placement of all unclaimed animals. Placement includes private adoption, transfer to another shelter, and placement in a reputable rescue agency. Society does not release any animal for research purposes.
 9. **Spaying and Neutering.** In the event City enacts an amendment to its Code requiring spaying or neutering, Society will not release such an animal to a City resident unless there has been compliance with the applicable Code provision. At Society’s option, certain breeds of dogs may be spayed or neutered at no charge to City residents. Society offers a low-cost spay or neuter hospital for pets owned by City residents.
 10. **Adoption.** Society employees assess all animals for behavior and health qualities before deciding whether those animals are candidates for public adoption. All animals adopted through Society receive a basic health screening, vaccinations, a certificate of sterility or neuter, a behavior assessment, adoption counseling, and a free veterinary exam at a VCA Veterinary Clinic.
 11. **Pet Licensing.** Society will provide licensing services which include sale of licenses and license canvassing.
 12. **Microchipping.** All dogs, cats, and rabbits are microchipped and registered as part of Society’s placement protocol. Society also offers microchipping of owned animals as part of its low-cost spay or neuter hospital and through its vaccine clinics.

13. **Euthanasia.** Society practices humane euthanasia and all those administering euthanasia have been certified and trained in California.

14. **Quarantine and Disaster Response.** In the event of a City, County, or State Health Department quarantine, all quarantined animals are kept in a secure area away from direct public contact. At the direction of a County Health Officer, Society shall pick up, accept, and care for and maintain in custody any animal from within the City territory to be held for observation by the County Health Officer and to maintain such animal in an individual kennel away from contact with other animals during the time so held. Owners may be charged a reasonable fee.

In the case of a local, state, or national disaster that affects the health, safety, and well-being of animals residing in the City, Society shall assist City with its disaster response and evacuate animals if necessary and to the extent Society may reasonably do so.

15. **Deceased Animals.** Society shall lawfully dispose of carcasses of all animals that come into its possession or that of the Animal Control Officer or their designees. Society will also pick up and dispose of all dead wild animals and dead domestic animals from public streets and public or private property. Society may impose a reasonable charge to the owner of the dead animal for picking up and disposing of such animal from private property. The schedule of charges must be approved by the City Manager.

16. **Relocation of Wildlife.** If Society encounters any wild animal prohibited by the Code during the performance of this Agreement, Society shall relocate the wild animal.

17. **Fees.** Society shall process all impound fees and license fees and provides a receipt to City residents. City receives a monthly report of all fees collected, which are either refunded to City or subtracted from the monthly contract fees owed to Society.

18. **Records.** All activities and animals are tracked by a software system called "Chameleon." This software allows Society and City to monitor income, care, treatment, and outcome for all animals and animal-related activity. Society will provide a monthly report to City, which includes:

- a. Animal control activities by type
- b. Animal control calls
- c. Impound reports by species (wild and domestic)
- d. Live animal intake
- e. Euthanasia by species and reason
- f. Outcome by species
- g. Kennel inventory
- h. Return to owner report including:

- i. Date, type, animal identification number, resident name and address, identification number, fees charged, receipt number, and total fees charged.

19. **Animal Bites:** Society investigates all animal bite cases referred to Society. If appropriate, Society will quarantine an animal or animals at the owner's residence or at the Facility, or prepare the animal for testing if necessary.

20. **Investigations:** Society agrees to investigate all cruelty or neglect to animals charges and complaints brought to the attention of Society by any person. Society will investigate all nuisance animal complaints, including barking and/or excessively noise dogs and other animals. All investigation reports will be provided to City on a monthly basis.

21. **Public Outreach & Education:** Society will participate in city events and provide community outreach programs in collaboration with Humane Education.

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL
FROM: JOHN T. SCHAEFER, CITY MANAGER
BY: EVA CHOI, ASSISTANT PLANNER
DATE: APRIL 13, 2016
SUBJECT: **RELOCATION OF DATA COLLECTION UNIT
MI055-I CURRENTLY LOCATED AT 1435 CIRCLE DRIVE**

Allan Yung, MD, Mayor
Richard Sun, DDS, Vice Mayor
Steven W. Huang, DDS, Council Member
Steve Talt, Council Member
Richard Ward, Council Member

BACKGROUND

At the March 25, 2016 adjourned regular City Council meeting, the Council considered two locations for relocating the Data Collection Unit, identified as MI055-I, currently installed in front of 1435 Circle Drive. The two proposed locations were within the City's right-of-way; location one is adjacent to 1280 Rosalind Road and location two is to the southwest corner of 1155 Oak Grove Avenue.

City Council directed staff to investigate the potential to co-locate the data collection unit on existing poles. Further, the Council voted to remove location one, the City's right-of-way adjacent to 1280 Rosalind Road, as a potential site due to the excessive numbers of existing utility poles in the immediate vicinity of this corner property.

PROJECT STATUS UPDATE

The City Manager obtained written confirmations from both the Public Utilities Commission and the Southern California Joint Pole Committee that co-location is an option on existing Edison poles and telecommunication poles.

Attachment 1 to this report is a resolution, dated May 10, 2012, issued by the Public Utilities Commission for the purpose of granting Southern California Gas Company to permanently attach data collection units to underground fed concrete streetlights that are exclusively owned by Southern California Edison Company.

Most of the existing utility poles in the vicinity of Rosalind Road and Virginia Road have streetlights attached to wooden utility poles rather than a freestanding single-function streetlight pole. Staff was able to find only one such single-function underground fed, concrete streetlight pole near the southeast corner of Virginia Road and Encino Drive. The location of this pole is in the City's right-of-way, approximately 40 feet south of the previously proposed location 2 (adjacent to the rear yard of 1155 Oak Grove Avenue). The concrete streetlight pole abuts a City tree and the City has the ability to prune the tree, if necessary. Attachment 2 contains a reference map of the concrete streetlight pole location, pictures of the streetlight pole and the metal tag affixed on the pole identifying Edison's ownership of the pole.

Staff informed the Southern California Gas Company project team of this concrete streetlight pole and has requested the project team to evaluate this location as the permanent location for the data collection unit.

Through email exchanges, the City Manager confirmed with a staff from the Southern California Joint Pole Committee that co-location can take place through an agreement directly between the Southern California Gas Company and the owner of the pole where the equipment is attached. This could include one of the ATT poles located at this intersection. |

RECOMMENDATIONS

|Staff recommends the Council continue the project to the May 11, 2016 meeting to allow adequate time for the Southern California Gas Company to evaluate an alternate site near the southeast corner of Virginia Road and Encino Drive and coordinate co-location agreements with other agencies. |

If Council concurs, the appropriate action would be:

“A motion to |continue the project to the May 11, 2016 meeting to allow adequate time for the Southern California Gas Company to evaluate an alternate site near the southeast corner of Virginia Road and Encino Drive and coordinate co-location agreements with other agencies.” |

Attachments: |Resolution from the Public Utilities Commission, dated 5/10/2012
Location map and pictures of concrete Edison streetlight pole |

PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Consumer Protection and Safety Division
Electric Safety and Reliability Branch

Fresno, California
Date: May 10, 2012
Resolution ESRB-1

RESOLUTION

RESOLUTION ESRB-1, ORDER GRANTING SOUTHERN CALIFORNIA EDISON COMPANY'S REQUEST TO PERMIT SOUTHERN CALIFORNIA GAS COMPANY TO PERMANENTLY ATTACH ADVANCED METERING PROJECT DATA COLLECTION UNITS TO SCE-OWNED STREETLIGHTS IN ACCORDANCE WITH GENERAL ORDER 95, RULE 34

SUMMARY

1. By letter dated October 12, 2011, Southern California Edison Company petitioned the Commission to allow Southern California Gas Company to permanently attach advanced metering project data collection units as permanent attachments to Southern California Edison Company owned underground fed concrete streetlights under General Order 95, Rule 34.
2. General Order 95, Rule 34 requires permanent attachments that are foreign to the purposes of overhead electric line construction be approved by the Commission.
3. This resolution authorizes Southern California Edison Company to treat Collection Units as permanent attachments to Southern California Edison Company owned underground fed concrete streetlights under General Order 95 Rule 34.

BACKGROUND

Currently, authorized third-party attachments to Southern California Edison Company's (SCE) electric distribution underground fed concrete streetlights are limited in scope to electrical supply and communication systems. SCE has received a request from Southern California Gas Company (SoCalGas) to permanently attach advanced metering project data collection units (Collection Units) to SCE-owned underground fed concrete streetlights (streetlights). SCE proposes to authorize such third-party use of its streetlights as permanent attachments in accordance with all applicable rules of General Order (GO) 95 and SCE's construction standards. This resolution will allow SCE to offer SoCalGas the ability to maintain such attachments on SCE streetlights for periods in excess of one year.

Under GO 95 Rule 34, an attachment is considered permanent where the duration of the attachment is estimated to be one year or more. Rule 34 requires that all permanent attachments be approved by the Commission and the pole owner(s) involved. In contrast, GO 95 Rule 34 provides that temporary attachments may be authorized by a utility, provided that the installation is restricted to a period of one year or less.

SCE expects that the attachment of SoCalGas' Collection Units will exceed one year. For this reason, SCE requested Commission approval to treat such installations as permanent attachments. Approval of this request will allow SCE to enter into license agreements with SoCalGas authorizing such attachments to SCE's streetlights in accordance with the provisions of GO 69-C. GO 69-C governs easements on utility property. As a condition to any such license, SCE will require that the attachments be installed in accordance with all applicable construction rules in GO 95.

DISCUSSION

The Consumer Protection and Safety Division's Electric Safety and Reliability Branch (ESRB) evaluated this variance request taking into consideration its impact on public and worker safety. Factors influencing the ESRB's evaluation included the Collection Units effect on working space as well as maintenance of the collection units. SCE stated that to minimize the impact on public and worker safety, SCE will affirm the structural integrity of the streetlights supporting the Collection Units. In addition, SCE will require that Collection Units be installed in accordance with any applicable construction rules in GO 95.

The ESRB recommends that SCE's request be approved, contingent on the safety measures proposed by SCE as described previously. In addition, if and when SCE becomes aware of any GO 95 violations of a Collection Unit, SCE shall be required to document the violations and notify SoCalGas to correct the violations immediately.

COMMENTS ON DRAFT RESOLUTION

The Draft Resolution was mailed to the parties of interest on March 21, 2012, in accordance with Cal. Pub. Util. Code § 311(g). No comments were received.

FINDINGS

1. SCE petitioned the Commission by letter on October 12, 2011 to allow Collection Units as permanent attachments under General Order 95 (GO 95), Rule 34.
2. The requested variance applies only to Collection Units installed on underground fed concrete streetlights in which SCE is the sole owner.
3. The SCE proposed safety measures will minimize the impact on public and worker safety:
 - SCE will affirm the structural integrity of the streetlights supporting the Collection Units.

- SCE will require that Collection Units be installed in accordance with any applicable construction rules in GO 95.
4. This request should be approved, subject to the safety measures proposed by SCE.
 5. If SCE becomes aware of any GO 95 violations that occur as a result of the installation of a Collection Unit, SCE should be required to document the violations and notify SoCalGas to correct the violations.

THEREFORE, IT IS ORDERED THAT:

1. The Southern California Edison Company is authorized to allow Southern California Gas Company to permanently attach advanced metering project data collection units as permanent attachments to Southern California Edison Company owned underground fed streetlights.
2. The Southern California Edison Company's must impose the safety measures described in Finding Nos. 3, 4, and 5, in any license agreement with Southern California Gas Company to permanently attach advanced metering project data collection units.
3. This resolution shall be effective immediately.

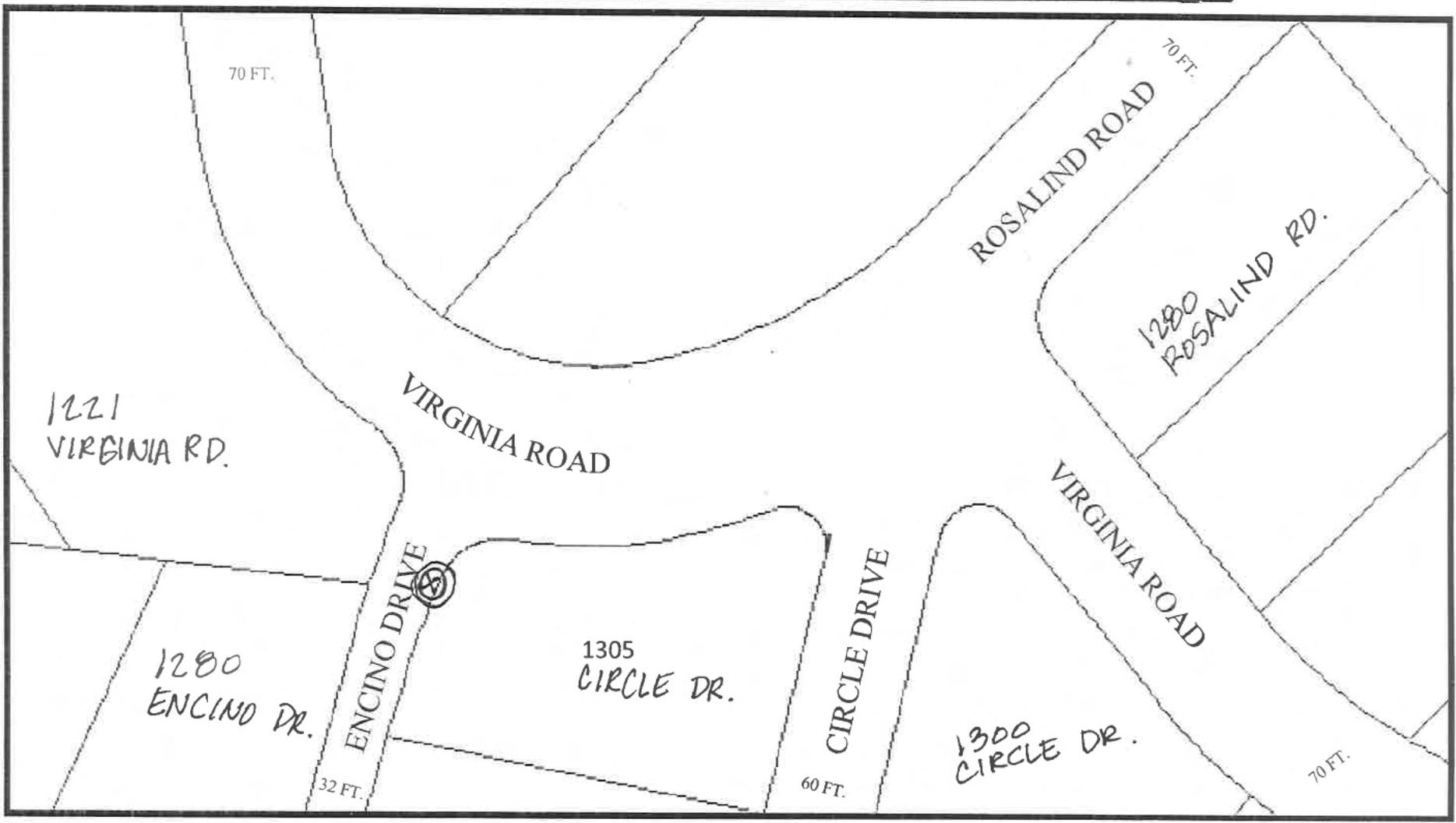
I hereby certify that this Resolution was adopted by the California Public Utilities Commission at its regular meeting on May 10, 2012. The following Commissioners approved it:

Paul Clanon
Executive Director

MICHAEL R. PEEVEY
President
TIMOTHY ALAN SIMON
MICHEL PETER FLORIO
CATHERINE J.K.SANDOVAL
MARK J. FERRON
Commissioners



Edison owned concrete streetlight pole near the southeast corner of Virginia Road and Encino Drive.





City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: JOHN T. SCHAEFER, CITY MANAGER

DATE: APRIL 13, 2016

SUBJECT: **APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) FOR CITY PARTICIPATION IN JUNE 26, 2016 SAN GABRIEL VALLEY GOLDEN STREETS FESTIVAL**

Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

BACKGROUND

At its meeting on September 9, 2015, the City Council approved the City's participation in the Golden Streets program. Golden Streets is an "Open Streets" event that will traverse approximately 18.5 miles, through at least eight jurisdictions, and coincide with the grand opening of Metro's Gold Line Foothill extension to Azusa.

The route will start at the South Pasadena Mission St. metro Station and end at the Citrus College station, passing all the Gold Line stations along the way. The proposed route traverses South Pasadena, San Marino, L.A. County, Arcadia, Monrovia, Irwindale, Duarte and Azusa. The main goal of this event is to promote the use of the Foothill Gold Line and active transportation, such as walking, biking and skating. To accomplish this in a safe and festive manner sections along the route are closed to vehicular traffic. In San Marino this closure would include Garfield, from Mission to Huntington Drive and then the two northern most lanes of westbound Huntington Drive from Garfield to San Gabriel. This event is currently being planned for Sunday, June 26th, 2016 from 8:00 AM until 2:00 P.M.

City participation requires the involved cities to sign a Memorandum of Understanding (MOU) with the other agencies. The MOU addresses issues such as cost recovery and indemnification. The MOU also requires the participating jurisdictions to provide a local match of "in-kind" contributions in the amount of 20% of the expenses the jurisdiction incurs for this event. In-kind contributions will include such items as the cost of staffing time to plan for the event, legal fees associated with approving this agreement and staff time to monitor the event while it is in progress. The eligible City costs for which the City will be reimbursed include such items as personnel costs, materials for the event and deferred income associated with waiving the cost of required permits.

The MOU discusses two grants. The one that is relevant to the City is the Congestion Mitigation Air Quality (CMAQ) grant (sometimes referred to as the Metro Grant Award). This grant is in the amount of \$393,600. This is the only grant from which San Marino will receive funds. South Pasadena is using 5% of these funds for grant administration, so the available funds to participating cities are \$373,920.00.

San Marino's share of the Metro Grant Award is \$71,044.80 and pursuant to Metro's calculations, our in-kind match, if we use all the funds, will be \$18,696.

South Pasadena has already expended \$31,500 for traffic engineering and traffic control plans through San Marino. Our "in-kind" contributions for this expenditure are \$6,300. There is \$39,544 of grant funds remaining for the City.

The second grant is the MSRC grant. This is in the amount of \$320,000. This is money that South Pasadena alone will use to organize and publicize the event.

FISCAL IMPACT

The City's in kind contribution to participate could be as high as \$18,696. However, preliminary estimates are that we have already contributed/absorbed staff time in planning for this event to offset the \$6,300 in-kind match related to the planning services provided by South Pasadena. Our remaining costs will be for staff time on the day of the event which the Police Department is estimating in the area of \$10,000, for which the City will be reimbursed \$8,000. The City would absorb the remaining \$2,000 as the City's in-kind match

RECOMMENDATION

In line with the City Council's prior action on September 9, 2015 to participate in this program, the appropriate action would be to authorize the City Manager to sign the MOU. If that is the action Council wishes to pursue the appropriate motion would be:

"A motion to authorize the City Manager, on behalf of the City to sign a Memorandum of Understanding with the cities of Arcadia, Azusa, Duarte, Irwindale, Monrovia, South Pasadena and the County of Los Angeles to participate in the Golden Streets Festival."

Attachments: Golden Streets MOU
 Open Streets Grant

**A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITIES OF
ARCADIA, AZUSA, DUARTE, IRWINDALE, MONROVIA, SAN MARINO,
AND SOUTH PASADENA AND COUNTY OF LOS ANGELES TO SHARE
RESOURCES TO PLAN AND HOST THE GOLDEN STREETS FESTIVAL
THROUGH THE CREATION OF A “GOLDEN STREETS WORKING GROUP”**

WHEREAS, on June 26, 2014, the Los Angeles County Metropolitan Transportation Authority (LACMTA) Board approved the 2014 Open Streets Grant Program providing Congestion Mitigation Air Quality (CMAQ) Funds for one-day events that close streets to automotive traffic and open them to people to walk or bike (Open Street Event). Further, the LACMTA Board approved that LACMTA serve as the pass through agency of the CMAQ Funds with local cities; and

WHEREAS, the City of South Pasadena (Grantee) and Bike San Gabriel Valley (BikeSGV) were successful in securing \$393,600 in CMAQ funds from the LACMTA county-wide “Open Streets Event” program to host the Golden Streets Festival a 19.12 mile contiguous open streets event, on Sunday, June 26, 2016 from South Pasadena to Azusa (the Golden Streets Festival)for outreach, pre-event planning, and day of event staging costs; and

WHEREAS, the cities of Arcadia, Azusa, Duarte, Irwindale, Monrovia, San Marino, South Pasadena, and the County of Los Angeles (Cities or Partner Cities) by entering into this agreement have partnered together to host the Golden Streets Festival; and

WHEREAS, the Golden Streets Festival, which qualifies as an “Open Street Event” for the use of the LACMTA pass though of CMAQ funds, will promote active transportation and complete street concepts in conjunction with the grand opening of the Gold Line Foothill Extension in Spring 2016; and

WHEREAS, the LACMTA “Open Streets Event” program requires a 20% in-kind or local fund match of the total cost of the event; and

WHEREAS, not more frequently than once a month, the Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable costs incurred by the Partner Cities; and

WHEREAS, the State Legislature approved Assembly Bill 2766 in September 1990 providing the South Coast Air Quality Management District (SCAQMD) within the Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects; and

WHEREAS, MSRC will match Subvention Funds (AB 2766 Motor Vehicle Subvention Program) and additional funding sources dollar for dollar in an amount not to exceed \$320,000; and

WHEREAS, MSRC match funds will be distributed on a reimbursement basis to the Partner Cities upon completion of the Golden Streets Festival and submittal of all required reports and invoices to the Grantee; and

WHEREAS, the Partner Cities desire to work jointly and collaboratively to share monetary, staffing, and other resources in planning and hosting the Golden Streets Festival, and desire to formalize their relationship through the creation of a “Golden Streets Working Group” or “Working Group” to coordinate their activities; and

WHEREAS, nothing in this MOU creates a Joint Powers Agreement or Joint Powers Agency within the meaning of California Government Code §§6500.

NOW, THEREFORE, the Cities hereto agree as follows:

1. **CREATION OF THE “GOLDEN STREETS WORKING GROUP”** - There is hereby created a “Golden Streets Working Group” established for the purpose of combining resources (financial, staffing and other in-kind services) in order to plan and host the Golden Streets Festival. The Working Group shall be composed of the City Manager, or his or her designee, from each Partner City.
2. **MANAGEMENT OF OPERATIONS** - The Golden Streets Working Group (Working Group) shall be authorized to consider and direct, by majority vote of the entire Working Group, the use of resources that are available to the Working Group consistent with the functions and purposes of the planning and hosting of the Golden Streets Festival and the requirements of the funding sources.
3. **VOTING** - Each member of the Working Group shall have one (1) vote on matters within the Working Group’s subject matter jurisdiction.
4. **FIDUCIARY AGENT** - The City of South Pasadena shall act as the “Fiduciary Agent” of the Working Group. The Fiduciary Agent will coordinate the reporting and reimbursements requirements associated with the grants on behalf of the Working Group. Subject to direction of the Working Group, the Fiduciary Agent shall pay expenses of the Working Group and expenses incurred by the Partner Cities and shall report regularly to the Working Group the funding and reimbursement status of the Golden Streets Festival. The Fiduciary Agent shall retain 5% of each of the Golden Streets Festival grant funds for these administrative services.
5. **CONTRIBUTIONS** - Each Partner City shall contribute to the 20% in-kind match for the funds received through the CMAQ grant funds. Contributions shall be determined based on the length of the route and the number of street closures in each Partner City as shown in Exhibit A.
6. **STREET CLOSURES** – Each Partner City shall be responsible for street closures, vehicular detour plans, outreach, event staging, and public safety within its own jurisdiction.

7. AVAILABLE FUNDING

- a. LACMTA/FEDERAL GRANT - LACMTA will advance local funds up to \$393,600, to the Grantee for the Golden Streets Festival and then submit requests, based on Grantee's invoices to Caltrans for reimbursement to LACTMA with CMAQ Funds.
 - i. The LACTMA funding is subject to the federal grant agreement between the California Department of Transportation and LACTMA (Federal Grant). The Grantee shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), and Caltrans. In addition, the Grantee shall comply with all requirements of LACMTA so that LACMTA can fulfill its responsibilities as the Grantee under the Federal Grant and as the pass-through agency.
 - ii. The Partner Cities shall utilize the local grant funds for direct costs associated with the Golden Streets Festival such as: marketing materials, traffic enforcement, rentals, planning staff, insurance, and permits implementing the Golden Streets Festival. Per the funding guidelines, physical infrastructure costs associated with the Golden Streets Festival are not eligible for reimbursement.

8. REIMBURSEMENT

- a. AMOUNT - The available funding from the CMAQ grant funds to each city will be determined based on the length of the route and the number of street closures in each Partner City as shown in Exhibit A, after the shared expenditures and the 5% administrative fee has been provided to the Fiduciary Agent for its costs associated with the administration of the CMAQ grant funds.
- b. PROCESS - Partner Cities shall make a Request for Reimbursement from the CMAQ grant funds to the Grantee. Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total expenditures, specify the percent and amount of CMAQ Funds to be reimbursed, the total amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement

- 9. **CONSULTANT WORK** - The Working Group may enlist the work of independent contractors, consultants, vendors, and other professionals to assist in the planning and operations of the Golden Streets Festival. Such consultant(s) shall not be employees of the Working Group nor of any Partner City but shall be engaged by the Fiduciary Agent on behalf of the Working Group. The consultant(s) shall provide indemnification, hold harmless and

additional insured coverage in the manner and amounts as set forth by the Working Group naming each respective Partner City as an additional insured.

10. **ALLOCATION OF FUNDS** - The Working Group will authorize the Fiduciary Agent to enter into contracts for the planning, implementation, and hosting of the Golden Streets Festival. Any remaining CMAQ funds that have not been expended on behalf of the Working Group for shared resources or purchases may be allocated to individual Partner Cities in a proportionate share based on length of the route and the number of street closures within their respected jurisdictions as set forth in Exhibit A, for reimbursement of any additional costs associated with the Golden Streets Festival. Any remaining unspent CMAQ funds will be retained by LACTMA. Any remaining unspent MSRC funds will be retained by SCAQMD.
11. **INDEMNIFICATION** - In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each Partner City, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each Partner City shall indemnify, defend, and hold each other Partner City harmless for any liability, cost, or expense that may be imposed upon the other Partner Cities solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.
12. **DISSOLUTION** - Upon completion of the purposes of this MOU, or as determined by the Partner Cities, at any time, this MOU shall be terminated and the Working Group dissolved. Notwithstanding the termination of this MOU and the dissolution of the Working Group, all of the rights and obligations of the respective parties under Section 11 hereof (Indemnification), shall survive expiration or termination (for any reason) and remain in full force and effect.
13. **NOTICE TO PARTIES (AUTHORIZED REPRESENTATIVES)** - Notices given pursuant to the requirements of this MOU shall be by personal service upon the Partner City to be notified by writing upon such notice being deposited into the custody of the United States Postal Service addressed as follows:

City of Arcadia
City Manager
240 West Huntington Drive
Arcadia, CA 91066

City of Monrovia
City Manager
415 South Ivy Avenue
Monrovia, CA 91016

City of Azusa
City Manager
213 East Foothill Boulevard
Azusa, CA 91702

City of San Marino
City Manager
2200 Huntington Drive
San Marino, CA 91108

City of Duarte
City Manager
1600 Huntington Drive
Duarte, CA 91010

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

City of Irwindale
City Manager
5050 North Irwindale Avenue
Irwindale, CA 91706

County of Los Angeles
Public Works Deputy Director
900 S. Fremont Avenue
Alhambra, CA 91803

14. **AMENDMENTS** - This MOU may only be amended in writing upon unanimous action by each respective Partner City's city manager.

IN WITNESS WHEREOF, the Parties hereto have caused MOU to be executed by their duly authorized representatives:

CITY OF ARCADIA:

Dominic Lazzaretto, City Manager

Date

CITY OF AZUSA:

Troy Butzlaff, City Manager

Date

CITY OF DUARTE:

Darrell George, City Manager

Date

CITY OF IRWINDALE:

John Davidson, City Manager

Date

CITY OF MONROVIA:

Oliver Chi, City Manager

Date

CITY OF SAN MARINO:

John Schaefer, City Manager

Date

CITY OF SOUTH PASADENA:

Sergio Gonzalez, City Manager

Date

COUNTY OF LOS ANGELES:

Pat Proano, Deputy Director

Date

**EXHIBIT A
GOLDEN STREETS FESTIVAL
FUNDING ALLOCATION PLAN
FISCAL YEAR 2015-16**

Metro Grant Award: \$393,600
Less Administrative Fee (5%): \$373,920

<u>Partner City</u>	<u>Route Length</u>	<u># of Hard Closures</u>	<u># of Soft Closures</u>	<u>Funding Allocation*</u>	<u>In-Kind Match Requirement</u>	<u>Traffic Control Allocation</u>	<u>Available Grant Funds**</u>	<u>Total Grant Funding**</u>
Arcadia	4.3	23	3	17%	\$16,728.00	\$28,500.00	\$35,066.40	\$63,566.40
Azusa	1.4	7	3	7%	\$6,888.00	\$12,000.00	\$14,174.40	\$26,174.40
Duarte	3	21	4	16%	\$15,744.00	\$27,000.00	\$32,827.20	\$59,827.20
Irwindale	1.62	3	1	3%	\$2,952.00	\$6,000.00	\$5,217.60	\$11,217.60
Monrovia	2.66	19	2	13%	\$12,792.00	\$22,500.00	\$26,109.60	\$48,609.60
San Marino	2.92	18	8	19%	\$18,696.00	\$31,500.00	\$39,544.80	\$71,044.80
South Pasadena	1.63	19	3	14%	\$13,776.00	\$22,500.00	\$29,848.80	\$52,348.80
Los Angeles County	1.41	16	2	11%	\$10,824.00	-----	\$41,131.20	\$41,131.20
Total	18.94	126	26	100%	\$98,400.00	\$150,000.00	\$223,920.00	\$373,920.00
* <i>Route Length + 2(# of Hard Closures) + 4(# of Soft Closures) = 100%</i>								
** <i>Available funds will be less a 5% administrative fee for the Fiduciary Agent</i>								

MSRC Grant Award: \$320,000
Less Administrative Fee (5%): \$304,000

Caltrans ID #:6065(190)
DUNS: 044055523 LACMTA
FTIP #: LA0G113

Open Streets ID# 920000000CYC14161
CFDA: 20.205

GRANT AGREEMENT FOR 2014 OPEN STREETS GRANT PROGRAM

This Grant Agreement for 2014 Open Streets Grant Program (the "**Agreement**") is dated for reference purposes only June 26, 2014 (the "**Effective Date**") and is by and between the City of South Pasadena (the "**Grantee**") and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

RECITALS

- A. On June 26, 2014, the LACMTA Board approved the 2014 Open Streets Grant Program providing Congestion Mitigation Air Quality ("**CMAQ**") funds for one-day events that close the street to automotive traffic and open them to people to walk or bike ("**Open Street Events**"). Further, the LACMTA Board approved that LACMTA serve as the pass through agency of the CMAQ funds with local cities.
- B. On June 26, 2014, the LACMTA Board approved the award of \$393,600 to Grantee for Grantee's Open Street Event titled 626 Golden Streets Festival (Open Street Grant Program ID#920000000CYC14161, FTIP #LA0G113) and which is more particularly described in the Scope of Work ("**Scope of Work**") attached as Exhibit "A" hereto (the "**Project**"). Grantee's actual one day open street event is referred to herein as the "**Event**." The term Project, as used herein, is defined to include all planning activities as well as the Event itself.
- C. As the pass through agency, LACMTA will advance local funds up to the Grant Amount, as defined below, to Grantee for the Project and then submit requests, based on Grantee's invoices, to Caltrans for reimbursement with CMAQ funds. Such CMAQ funds are provided to LACMTA pursuant to Grant Agreement No. 920000000CYC14161 and dated August 26, 2014 between Caltrans and LACMTA (the "**Federal Grant**").
- D. Grantee has agreed to provide the required local match (in kind or monetary) of \$98,400 (the "**Local Match**"), as described in the Financial Plan that is attached as Exhibit "B", and any additional funding required to complete the Project. The Financial Plan documents all sources of funds programmed for the Project.
- E. Grantee understands that the CMAQ Funds provided herein are subject to the Federal Grant.

F. The parties desire to execute this Agreement so LACMTA may advance the local funds to Grantee subject to LACMTA obtaining reimbursement of CMAQ Funds from the Federal Grant.

NOW, THEREFORE, the parties hereto do agree as follows:

AGREEMENT

1. GRANT OF FUNDS

1.1 LACMTA shall make a one-time grant of funds in the amount of \$393,600 (the "Grant Amount") to Grantee subject to the terms and conditions of the Federal Grant and this Agreement. LACMTA will act as a pass through of the federal funds by advancing local funds to reimburse Grantee. LACMTA will submit Grantee's fund request to Caltrans for reimbursement of CMAQ funds which LACMTA will use to pay itself for the advancement made to Grantee.

1.2 This one time grant shall be paid on a reimbursement basis. The Local Match must be spent in the appropriate proportion to the Grant Amount.

1.3 Grantee shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), and Caltrans. In addition, Grantee shall comply with all requirements of LACMTA so that LACMTA can fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

1.4 The obligation for LACMTA to advance any funds for the Project is subject to sufficient funds being made available for the Project by the LACMTA Board of Directors. If such funds are not made available for the Project, this Agreement shall be void and have no further force and effect.

2. SCOPE OF WORK

2.1 Grantee shall complete the Project, including, without limitation, producing the Event, as described in the Scope of Work. The Scope of Work for the Project is attached to this Agreement as Exhibit "A" hereto. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by Grantee including, without limitation, Project milestones and a set schedule for the Event. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a Grantee is consistently behind schedule in meeting milestones or in delivering the Event, then LACMTA will have the option to terminate this Agreement for default. Any changes in the Scope of Work must be made by amendment.

2.2 Grantee shall utilize the grant funds provided herein to complete the Project as described in the Scope of Work and in accordance with this Agreement. The grant funds provided herein can only be used towards the completion of the Scope of Work.

2.3 The grant shall provide funds for the non-infrastructure costs of implementing Open Street events per the Metro Board and the Caltrans Authorization awarded on August 26, 2014. Per the funding guidelines, physical infrastructure costs associated with the events are not eligible for reimbursement.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date and shall terminate on July 1, 2016 (the "Termination Date"), unless terminated earlier as provided herein or extended by a written amendment to this Agreement.

4. REQUEST FOR REIMBURSEMENT

4.1 Not more frequently than once a month, Grantee will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred by Grantee consistent with the Project's Scope of Work. The Request for Reimbursement submitted by Grantee shall be signed by an authorized agent who can duly certify the accuracy of the included information.

4.2 Each Request for Reimbursement must be submitted on Grantee's letterhead and shall include an invoice number and report the total of Project expenditures, specify the percent and amount of CMAQ Funds to be reimbursed, the amount of Local Match expended and include a detailed invoice describing all invoiced work completed along with appropriate detailed documentation supporting costs incurred. To ensure timely processing of invoices, each Request for Reimbursement shall not include any invoices which are older than three (3) months from the date of the Request for Reimbursement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to Grantee. Grantee must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects_studies/call_projects/ref_docs.htm.

4.4 Any funds expended by Grantee prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward Grantee's Local Match requirement, without the prior written consent of LACMTA. Local Match dollars expended prior to the Effective Date shall be spent at Grantee's own risk. If applicable, the first Request for Reimbursement may be accompanied by a report describing any tasks specified in the Scope

of Work document which were accomplished prior to the Effective Date of this Agreement, which costs could be reimbursed with the Grant Amount provided that LACMTA has provided prior written approval for such expenditures to Grantee and authorized reimbursement for such amounts.

4.5 Grantee shall be responsible for any and all cost overruns for the Project.

4.6 Grantee shall contribute Grantee's Local Match (in kind or monetary) of \$98,400 toward the Project. If the funds identified in Exhibit "B" are insufficient to complete the Project, Grantee agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

4.7 LACMTA will withhold ten percent (10%) of eligible expenditures per invoice as retainage. LACMTA will release the retainage after LACMTA has evaluated Grantee's performance according to the criteria specified by LACMTA and the data provided by Grantee and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. Grantee shall invoice LACMTA for reimbursement of the 10 percent retention separately.

4.8 Grantee should consult with LACMTA's Open Streets Program Manager for questions regarding non-reimbursable expenses.

4.9 Total payments shall not exceed the Grant Amount specified in Section 1.1. No Request for Reimbursement will be processed by LACMTA for expenses incurred more than sixty (60) days after the date of the Event.

4.10 If any amounts which LACMTA advanced to Grantee are disallowed or not reimbursed by Caltrans for any reason, LACMTA may notify Grantee of such result. If LACMTA provides such written notice to Grantee, then Grantee shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.

4.11 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state and local laws, statutes, ordinances, rules, regulations and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. Grantee acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.12 If Grantee is interested in using non-competitive negotiated consultant contracts (i.e. sole source contracts) in connection with the Project, Grantee shall work with LACMTA to complete and process Exhibit 12-F – Request for Approval of

Cost/Effectiveness/Public Interest Finding with Caltrans or such other processes as required by LACMTA or Caltrans.

4.13 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net
Ref# Open Streets ID#920000000CYC14161

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority
P.O. Box 512296
Attention: Accounts Payable
Los Angeles, CA 90051-0296
Ref# Open Streets ID#920000000CYC14161

A copy of all Request for Reimbursement submittals shall also be forward to the LACMTA Open Streets Program Manager, either by email Shavita@metro.net or by standard mail to the address set forth in Section 4.14 below.

4.14 All notices required to be provided under this Agreement will be given to the parties at the addresses specified below, unless otherwise notified in writing of change of address.

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: LACMTA Open Streets Program Manager
Avital Shavit, MS 99-22-2
Open Streets Grant Program Manager
Shavita@metro.net

Grantee's Address:

City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030
Attention: Margaret Lin
Principle Management Analyst
mlin@southpasadenaca.gov

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and Grantee execute this Agreement. The end date of reimbursable activities is sixty (60) days after the date of the Event.

6. FEDERAL REQUIREMENTS

6.1 Grantee shall utilize the Grant Amount and Local Match to complete the Project as described in the Scope of Work and in accordance with the Federal Grant requirements of Caltrans and this Agreement.

6.2 All Caltrans requirements and guidelines, as summarized in the Federal Grant, are incorporated by reference herein as part of this Agreement. These requirements include, without limitation, the following:

- (a) Simple Project Guidebook, Federal-Aid Procedure for Simple Project (GB 6-26-02), which can be found at the following website: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lagb/Simple%20Projects%20GB%206-26-02.pdf>.
- (b) the Local Assistance Procedures Manual –LAPM, which can be found at the following website: <http://www.dot.ca.gov/hq/LocalPrograms/lam/lapm.htm>.
- (c) Assurances of legal authority.
- (d) Certification of non-debarment, suspension or termination.
- (e) Certification of a drug-free workplace.
- (f) Inter-governmental review.
- (g) Civil Rights review, including Title VI Program review.
- (h) Disadvantaged Business Enterprise (DBE) assurances.
- (i) Americans with Disabilities Act (ADA) disability non-discrimination.
- (j) Office of Management and Budget (OMB) circulars.
- (k) Lobbying certifications.
- (l) Buy America requirements.
- (m) Single audit requirements.

6.3 Should Caltrans require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, Grantee shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with requirements of Caltrans.

7. REPORTING AND AUDIT REQUIREMENTS

7.1 Grantee shall be subject to and shall comply with all applicable requirements of LACMTA and Caltrans regarding Project reporting and audit requirements. Grantee shall use the assigned Caltrans ID #6065(190) and Open Streets ID# 920000000CYC14161 on all correspondence.

7.2 Grantee shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Narrative and Financial Report on Project Progress as required by LACMTA.
- (b) Annual Caltrans Compliance Self-Certification.
- (c) Other reports that may be required.

7.3 LACMTA and Caltrans and/or their respective designees, in order to fulfill their respective responsibilities as the grantee/designated recipient and grantor of the Federal Grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. Grantee shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. Grantee shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work or other terms and conditions of this Agreement. LACMTA shall use FAR standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

7.4 Grantee shall retain all original records and documents related to the Project for a period of three years after final payment or in accordance with the Federal Grant, whichever time period is greater.

7.5 Grantee's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by Grantee for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

7.6 Grantee shall cause all contractors to comply with the requirements of Sections 7.3, 7.4 and 7.5 above. Grantee shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

7.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Grantee and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

7.8 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the grant funds provided herein and/or recommend not to award future Open Streets Program grants to Grantee if the LACMTA audit has determined that Grantee failed to comply with the Scope of Work (such as misusing grant funds provided herein or failure to return grant funds provided herein owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions.

7.9 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

7.10 Grantee shall provide the LACMTA Open Streets Program Manager a post implementation report no later than three months after the day of the Event which report shall include items i-iv listed below. Once LACMTA receives a satisfactory report, LACMTA will release any retention and make final payment to Grantee.

- (i) Participation Counts of Pedestrians and Cyclists at the Event
Using at least one of the following count methods
 - Install temporary electronic detection counters (tube, video, or infrared)
 - Conduct an "incomplete count" (a methodology from ecological studies) using visual or pictorial counts. This may be conducted by using crowdsourcing via Facebook, Twitter or Instagram
- (ii) Personal Anecdotes
Provide personal stories from participants, business owners along the route or Event volunteers describing how the Event has positively affected their lives or community. Grantee shall engage in a dialogue with the community in person, via e-mail or through a social media platform like Facebook, Twitter or Instagram using (at least) one of the

following questions:

- Participants & Volunteers
 - How has the Event improved your neighborhood/community?
 - Has the Event encouraged you to use active transportation or transit modes more often?
- Business owners
 - Has the Event brought new or more patrons to you?
 - In light of the Event, do you think that active transportation (pedestrian and bicycle) infrastructure improvements would improve your business opportunities?

(iii) **Bike-Trains & Bike Bus Shuttles Ridership**

If bike-trains or special bike shuttles were used to transport participants to the event, then report the ridership of these services on the day of. If municipal bus services were employed, report on ridership on the day of the event and provide a monthly average for the same day of the week since the event took place.

(iv) **Local Economic Benefit**

Provide at least one of the following:

- Report the sales tax receipts revenue for all businesses along the route and/or within ¼ mile of the route for the day of the Event and a monthly average for that same day of the week for comparison.
- Report how the Event affected sales at selected participating businesses along the route (a minimum of one business for every mile of the event). These businesses may have participated by providing discounts to pedestrians and cyclists or by having a sales display or dining tables on the sidewalk.

8. ALLOWABLE COSTS

8.1 Allowable Project costs are described in the Federal Grant, the Scope of Work, and in federal guidelines.

8.2 The following guidelines shall apply for indirect costs and in-kind contributions and donations:

- (a) Indirect costs shall not be considered eligible costs for reimbursement, unless all the following requirements are met by Grantee: i) provide evidence of a federally approved Cost Allocation Plan and indirect rate, as required by federal guidelines; ii) submit a written request to LACMTA; and, iii) receive a written approval from LACMTA prior to incurring the expenditure.

- (b) In-kind contributions and donations shall be considered eligible as local match only upon written approval by LACMTA after verification of compliance with federal guidelines.

9. [INTENTIONALLY OMITTED]

10. EXPENDITURE AND DISPOSITION OF FUNDS

10.1 The expenditure and disposition of the Grant Amount by Grantee shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and the applicable requirements of LACMTA and Caltrans. Grantee shall not utilize the Grant Amount in any way or on any project other than that specified in this Agreement.

10.2 Grantee shall address all correspondence regarding this Project to the LACMTA Open Streets Program Manager.

10.3 The programmed budget (the "Financial Plan") specifying the sources and amounts of funds to be used to pay for the Project is attached to this Agreement as Exhibit "B".

10.4 No material changes, as determined by LACMTA in its reasonable discretion, to the Financial Plan or the Scope of Work shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's CEO or his/her designee. Grantee shall give advance written notice to LACMTA of all proposed changes to the Financial Plan or Scope of Work that it originally submitted to LACMTA.

11. TIMELY USE OF FUNDS

11.1 Grantee shall obligate the Grant Amount programmed under this Agreement no later than sixty (60) days after the date of the Event.

11.2 In the event this Agreement is not executed and/or evidence of timely obligation of the Grant Amount is not provided as described in Section 11.1 of this Agreement, the Project will be reevaluated by LACMTA and the Grant Amount may be deobligated. In the event that the Grant Amount is deobligated, this Agreement shall automatically terminate.

12. DEFAULT

Default under this Agreement is defined as one or more of the following: (i) Grantee fails to comply with the terms and conditions contained in this Agreement or the Federal Grant; (ii) Grantee fails to perform satisfactorily or to make sufficient progress toward Project

completion; (iii) Grantee makes a material change to the Scope of Work or the Financial Plan without prior written consent or approval by LACMTA and Caltrans; or, (iv) Grantee is in default of any other applicable requirements of LACMTA or Caltrans.

13. REMEDIES

13.1 In the event of a default by Grantee (as defined in Section 12), the LACMTA shall provide written notice of such default to Grantee with a 30-day period to cure the default. In the event Grantee fails to cure the default, or commit to cure the default and commence the same within such 30-day period to the satisfaction of LACMTA, the following remedies shall be available to LACMTA:

- (a) LACMTA may terminate this Agreement;
- (b) LACMTA may make a determination to make no further disbursements of the Grant Amount to Grantee;
- (c) LACMTA may recover from Grantee any funds paid to Grantee after the default; and/or,
- (d) Any remedies Caltrans may have under the Federal Grant.

13.2 Effective upon receipt of written notice of termination from LACMTA, Grantee shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing.

13.3 The remedies described herein are non-exclusive. In addition to the above contractual remedies, LACMTA shall have the right to enforce any and all rights and remedies which may be now or hereafter available at law or in equity.

14. TERMINATION

14.1 Notwithstanding the term of this Agreement, specified in Section 3 above, either Grantee or LACMTA may terminate its obligations hereunder at any time, without cause, on (30) days prior written notice. Upon termination, LACMTA shall have no obligation to reimburse for any costs or expenses incurred after the termination date.

15. COMMUNICATIONS

15.1 LACMTA will be the exclusive presenting sponsor of the Event and all promotional materials, press releases, graphics, promotions via print, TV, radio or web channels and other identifiers will identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro." The presenting sponsorship may not be shared. In addition, all printed and/or online promotional materials and promotions via print, TV, radio or web channels must include the "Open Streets Made Possible By Metro" type and logo lock up as supplied by LACMTA Communications. Any other sponsor logos or credits

for the Event must be separated graphically, in type and/or in following succession from the presenting sponsor mention of LACMTA and "Open Streets Made Possible By Metro" type and logo lock up.

15.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, literature, newsletters, publications, websites, advertisements, brochures, maps, information materials, video, radio and public service announcements, press releases, press event advisories, and all other related materials.

15.3 Grantee shall notify the LACMTA Chief Communications Officer or its designee of all press events related to the Project in such a manner that allows LACMTA to participate in such events, at LACMTA's sole discretion.

15.4 Grantee shall ensure that all Communication Materials identify the Event as "Metro presents [insert Event name]," or "[insert Event name] presented by Metro," or other mutually agreeable language and graphic lockup featuring Metro and/or the Metro logo, and comply with recognition of LACMTA's contribution to the Event as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Open Streets Program Manager. Grantee shall check with the LACMTA Open Streets Program Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. Grantee shall be responsible for complying with the communications requirements specified in this Agreement and with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

15.5 Grantee shall submit all graphic files and Communication Materials to LACMTA for approval by the LACMTA Open Streets Program Manager and LACMTA Communications prior to the release of such publicity or promotional materials or Communication Materials for the Event. LACMTA shall have at least one day to review and provide its approval. After any Communication Materials has been released to the public, Grantee shall provide a copy of or notice of such Communication Material to the LACMTA Open Streets Program Manager by either e-mail or social media channels.

15.6 Grantee shall ensure that all Event promotions via print, TV, Radio or social media channels include one of the following references or links to LACMTA's online presence as appropriate depending on the platform: Twitter accounts: @BikeMetro or @Metrolosangeles; Facebook pages: facebook.com/bikemetro or facebook.com/losangelesmetro.

15.7 LACMTA shall be provided at no cost with a minimum of a 400 SF space in a prominent, central location at the Event for an LACMTA booth/activity space, plus at least two 10' x 10' spaces for satellite displays elsewhere at the Event. LACMTA shall have the

right at any one or more of the above three locations or through a mobile vending cart, bicycle, or other vehicle, to sell, distribute or otherwise make available to Event attendees marketing, outreach and other promotional products and merchandise, including, without limitation, fare media, t-shirts and other apparel, accessories, items available for sale at the Metro Store, brochures, maps, take-ones and other novelty items. The selection of products and merchandise available for sale and distribution shall be at LACMTA's sole discretion.

15.8 The LACMTA Open Streets Program Manager shall be responsible for monitoring Grantee compliance with the terms and conditions of this Section 15. Grantee failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

15.9 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division. Upon request, LACMTA shall provide scalable vector files with required type styling and logo placement for tagline and visual materials.

15.10 Grantee shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Project related Communications Materials will comply with the requirements contained in this Section 15.

16. INDEMNITY

16.1 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by Grantee under or in connection with the Project, any work performed by, and/or service provided by, Grantee, its officers, agents, employees, contractors and subcontractors under this Agreement. Grantee shall fully indemnify, defend and hold LACMTA, its subsidiaries and their respective officers, agents and employees harmless from and against any claims, loss demand, action, damages, liability, penalty, fine judgment, lien, cost 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 environmental obligation, any legal fees and any claims for damages of any nature whatsoever (including consequential damages) (collectively, "Claims") arising out of the Project, including, without limitation: (i) use of the grant funds provided herein by Grantee, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of the Grantee obligations under this Agreement or the Grant; (iv) any act or omission of Grantee, or its officers, agents, employees, contractors or subcontractors in the performance of the Scope of Work and the Project; or (v) any Claims arising from the actual Event itself.

17. OTHER TERMS AND CONDITIONS

17.1 This Agreement, along with the applicable requirements of Caltrans, LACMTA, and the Federal Grant, constitutes the entire understanding between the parties with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

17.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

17.3 Neither party hereto 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, earthquake, fires, acts of a public enemy, 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 Agreement.

17.4 Grantee shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

17.5 Grantee shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

17.6 Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and Caltrans, including, without limitation, any requirement of competitive procurement of services and assets, Grantee may contract with other entities to implement this Agreement.

17.7 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement 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.

17.8 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

17.9 Grantee, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Grantee shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

17.10 Grantee agrees to comply with USDOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 49 C.F.R. Part 18.

17.11 Grantee agrees that federal laws and regulations control Project award and implementation. Grantee understands and agrees that unless Caltrans has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, Grantee may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by Caltrans.

17.12 Grantee understands and agrees that federal laws, regulations, and directives applicable to the Project and to itself as the applicant for federal funds on the date on which Caltrans authorized official awards of federal assistance for the Project may be modified from time to time. In particular, new federal laws, regulations and directives may become effective after the date on which Grantee executes the Agreement for the Project, and might apply to that Agreement. Grantee agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any particular time, except to the extent Caltrans determines otherwise in writing.

EXHIBIT A SCOPE OF WORK

Event Name: 626 Golden Streets

Event Date and Time: Sunday, June 26, 2016 (8:00 AM - 2:00 PM)

Event Description: 626 Golden Streets is a 19.17 mile event that will connect new light rail transit stations from the City of South Pasadena to Azusa a minimum of 3 (three) weeks after the opening of the Metro Gold Line Foothill Extension. Traversing the cities of South Pasadena, San Marino, Arcadia, Monrovia, Duarte, Irwindale, and Azusa, this first-of-its kind event is designed to promote active transportation, first-and-last mile connections, and the future expansion of the Foothill Gold Line and LA County's transit network in communities. Along the way participants will also encounter local businesses, community activity fun zones, live music, food vendors, historic buildings, and pedestrian-friendly block parties adjacent to new stations, where the fun will continue after the route has been re-opened to automobile traffic.

Event Location: Cities of South Pasadena, San Marino, Arcadia, Monrovia, Duarte, Irwindale, and Azusa, and Los Angeles County.

Roles and Responsibilities:

- **Lead City** (South Pasadena) - Primary liaison with Metro staff; will facilitate event within City boundaries and support general planning.
- **Partner Cities (San Marino, Arcadia, Monrovia, Duarte, Irwindale, Azusa)** - Partner Cities will facilitate event staging via in-kind provision of staffing and signing off on activities, events. In coordination with volunteers from Aztlan Athletics (who have previous experience in street closures) the partner cities will be responsible for street closures along their section of the route.
- **Public Noticing** - Partner cities and a to-be-determined event coordinator will be responsible for noticing and outreach to properties along the route.
- **BikeSGV** - Non-profit partner BikeSGV will convene planning meetings and facilitate collaboration between participating jurisdictions, event material development, volunteer recruitment, community outreach, and education.
- **Day One** - An SGV-based public health non-profit, Day One will assist with event outreach and the integration of healthy and fun activities along the route.
- **Law Enforcement** – Law enforcement from each participating jurisdiction will be responsible for three grade crossings along the route and public safety along the route.
- **AQMD** - The South Coast Air Quality Management District will assist with event marketing and promotion.
- **Move Monrovia** – Monrovia-based community group will help with event outreach, promotion, Monrovia-specific activities, and volunteer recruitment.

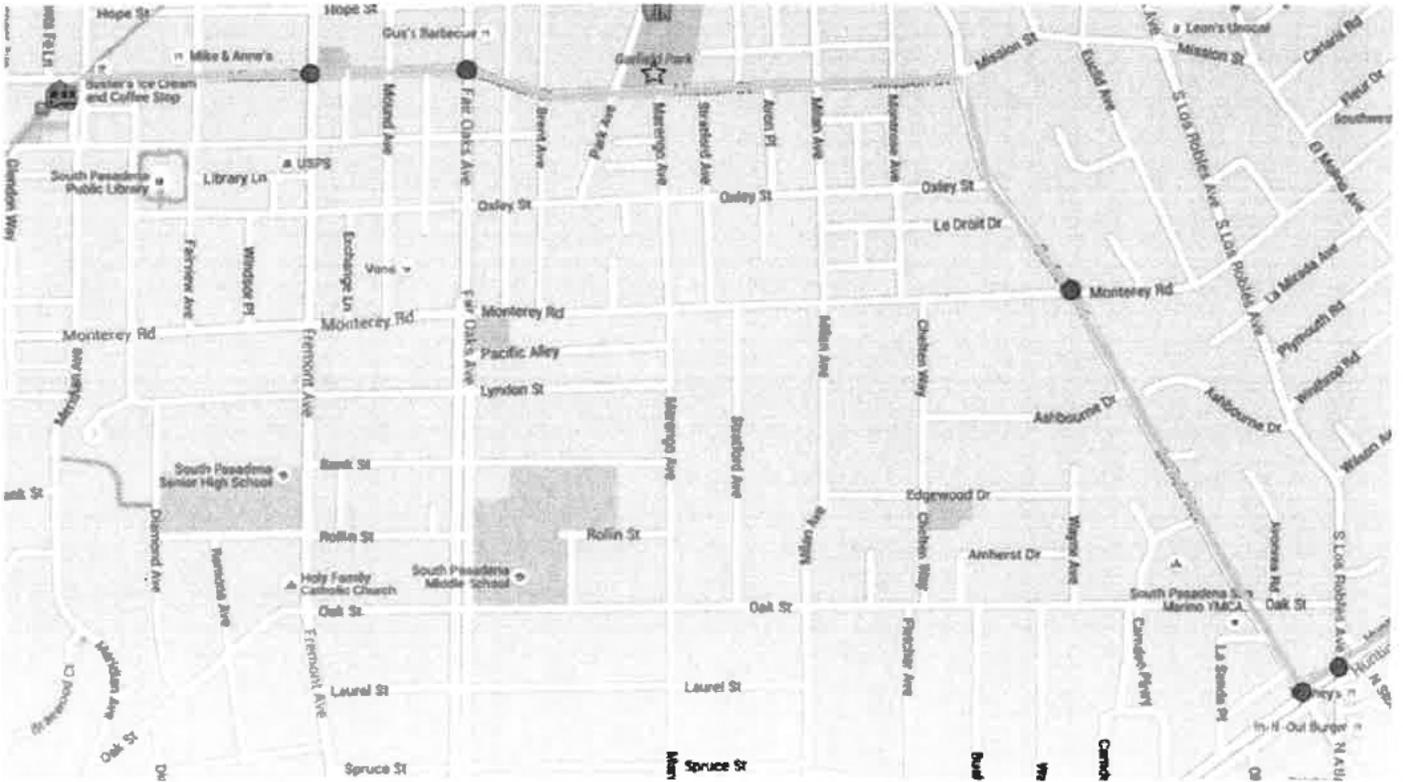
EVENT MAP



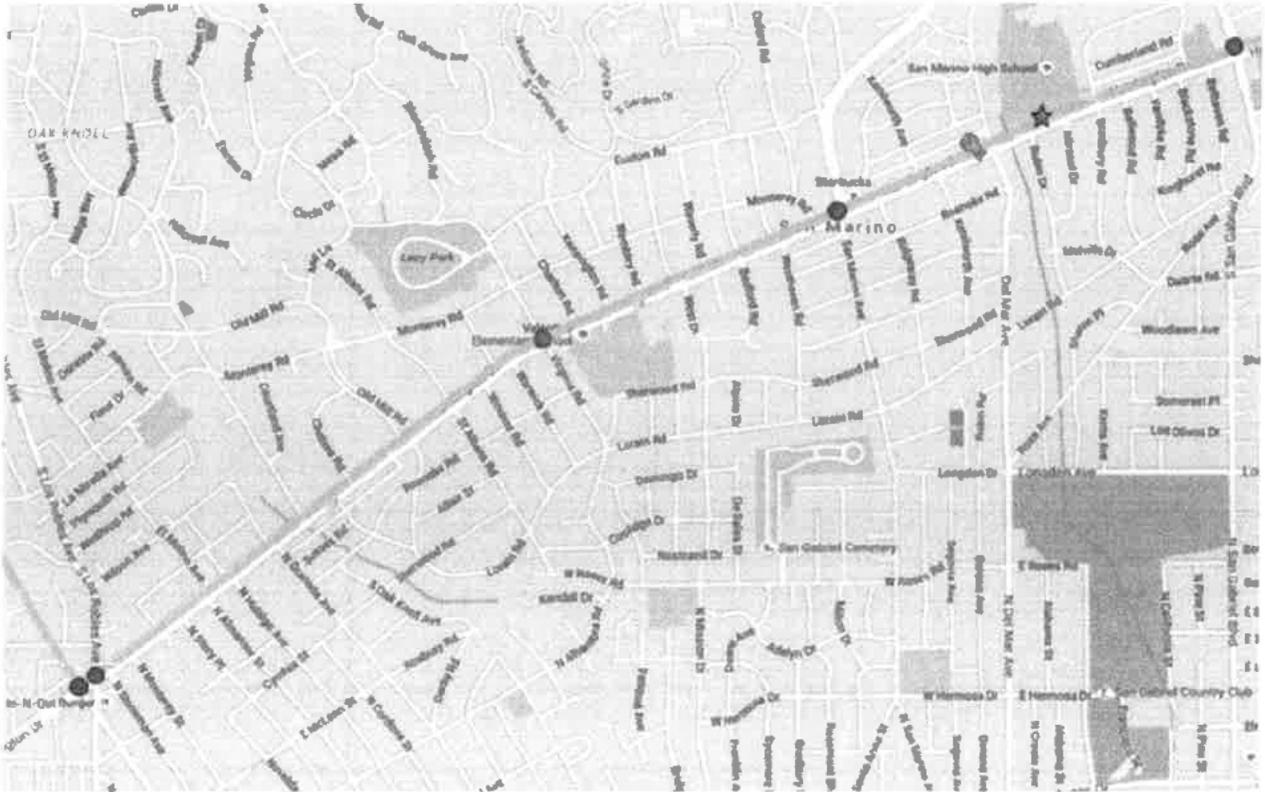
Legend

- | | | |
|-----------------|-----------------------|----------------------|
| Event route | Proposed soft closure | Planned activity hub |
| Class I bikeway | Gold Line Station | Local bike shop |
| Bike Valet | Dismount Zone | Public Restrooms |

SOUTH PASADENA SEGMENT



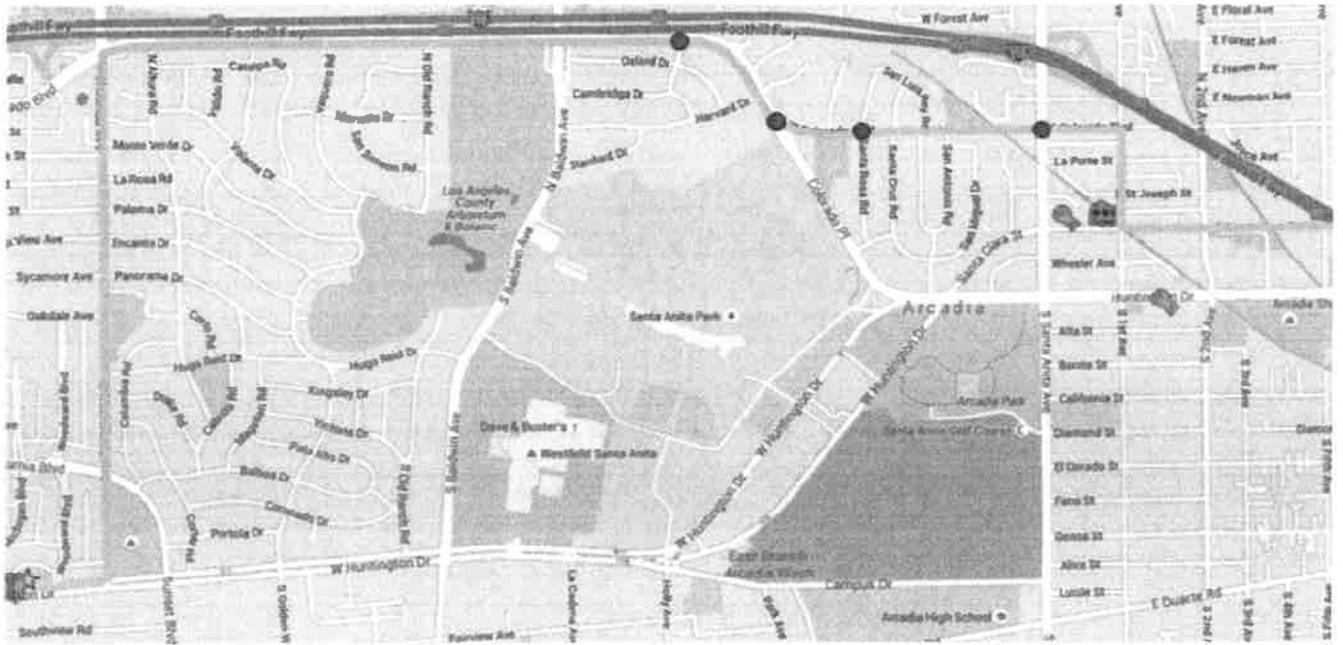
SAN MARINO SEGMENT



LOS ANGELES COUNTY / EAST PASADENA SEGMENT



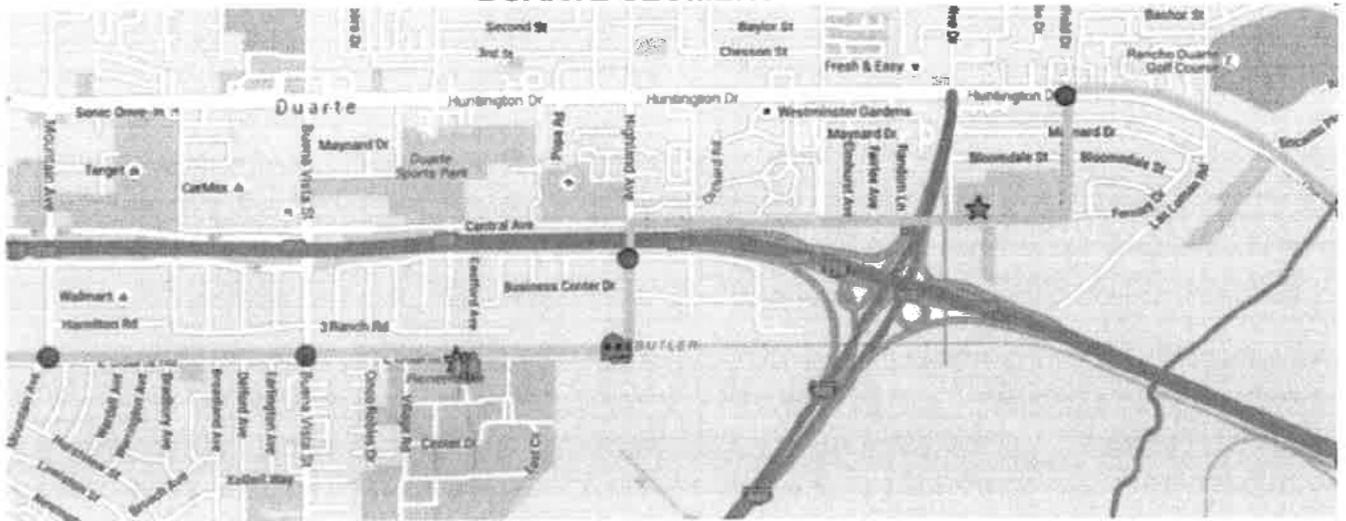
ARCADIA SEGMENT



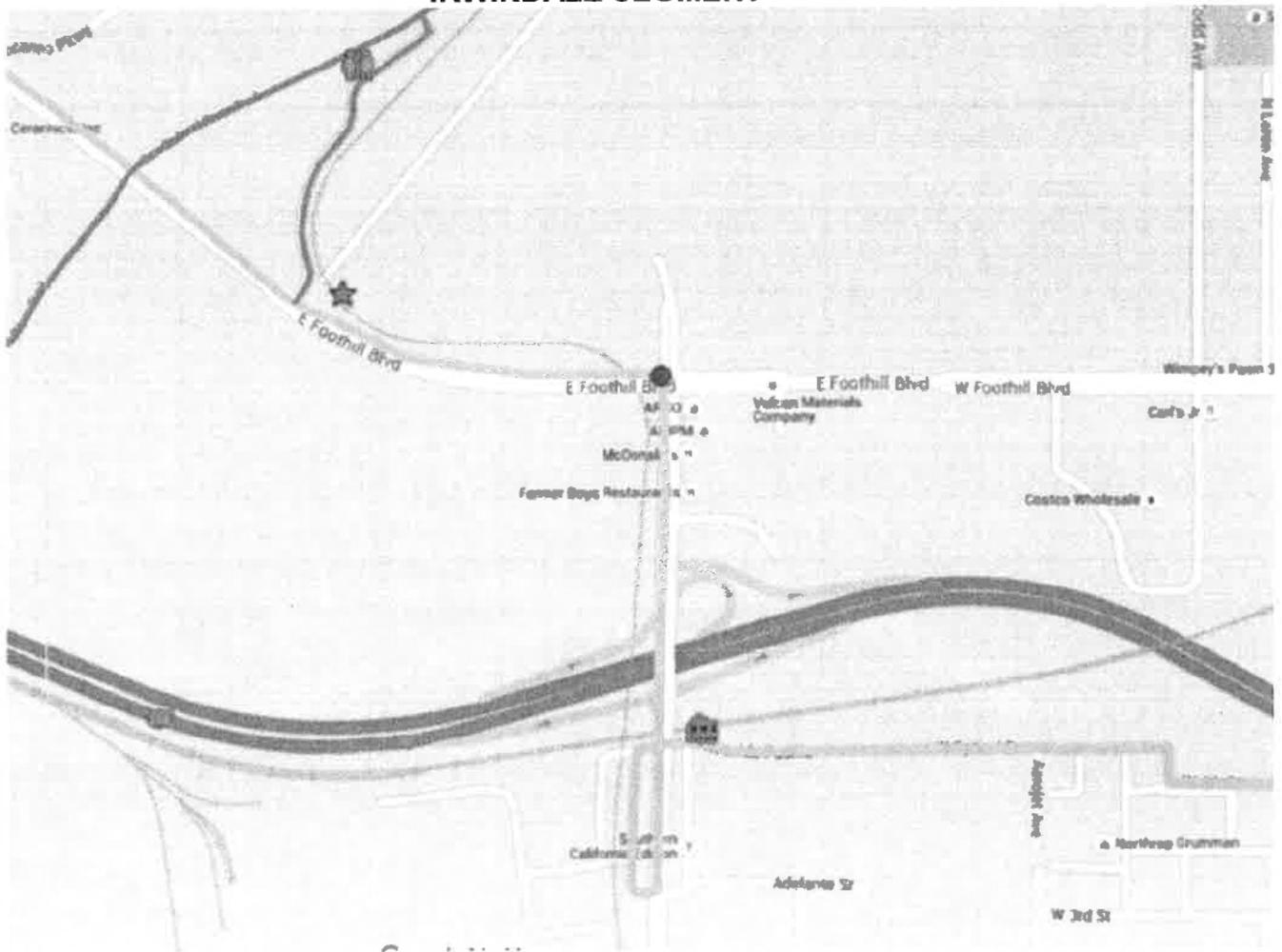
MONROVIA SEGMENT



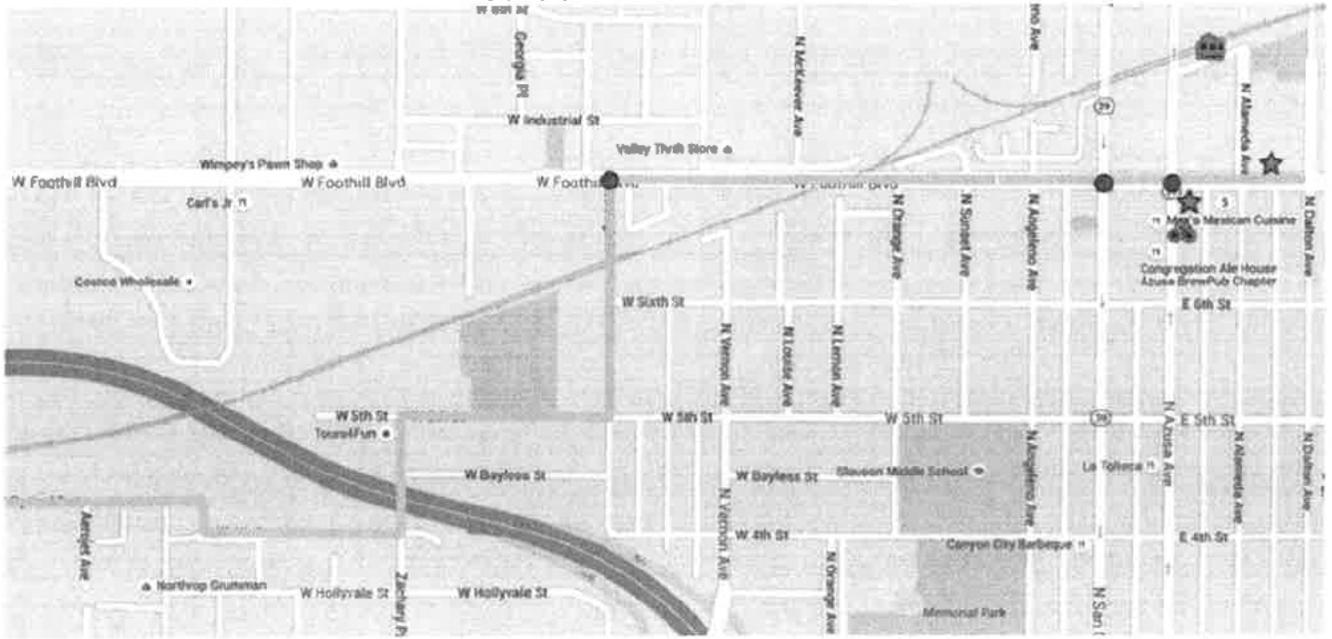
DUARTE SEGMENT



IRVINDALE SEGMENT



AZUSA SEGMENT



**EXHIBIT B
FINANCIAL PLAN**

The total cost of the Project is **\$492,000**. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Category	Caltrans Grant (Metro Award)	Local Match
Non-Infrastructure:	\$393,600	\$98,400

Sources of Federal Financial Assistance:

UZA ID	Funding Source	Amount
9154 LACMTA	CMAQ Funds	\$393,600

Local Match

FUNDING SOURCES	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$) ¹
1. CMAQ	492,000	393,600	98,400

ELIGIBLE COSTS	TOTAL (\$)	FEDERAL (\$)	LOCAL (\$) ¹
Outreach cost	36,000	30,000	6,000
Pre-event Planning costs	128,000	90,000	38,000
Event Day costs (Staffing, rentals, permits, etc.)	328,000	273,600	54,400
Total	492,000	393,600	98,400

¹ *In-kind local contribution as required by the Metro Open Streets Grant Program. Toll credits are programmed in lieu of a local match to meet Federal matching requirements.*

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

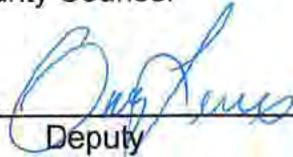
LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
Phillip A. Washington Date
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By:  _____ 1/20/16 Date
Deputy

GRANTEE: City of South Pasadena

By:  _____ 2/13/16 Date
Sergio Gonzalez
City Manager

APPROVED AS TO FORM (OPTIONAL):

By:  _____ Date
General Counsel

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: JOHN T. SCHAEFER, CITY MANAGER
LUCY GARCIA, ASSISTANT CITY MANAGER
JASMIN ELEPANO, ADMINISTRATIVE ANALYST

DATE: APRIL 13, 2016

SUBJECT: **AWARD OF CONTRACT FOR THE ROSE ARBOR PROJECT**

Allan Yung, MD, Mayor
Richard Sun, DDS, Vice Mayor
Steven W. Huang, DDS, Council Member
Steve Talt, Council Member
Richard Ward, Council Member

BACKGROUND

The Rose Arbor at the west entrance of Lacy Park has a special significance for the people of San Marino. Built in 1929, it was designed by William Hertich, who also designed Lacy Park and the Huntington Gardens. Over the years, dedicated residents, the City's Beautification Committee, the Lacy Park Landscape Committee, and the Garden Club have assisted in preserving the Arbor, including launching a donation campaign in the mid-1990's (lead by Paul Crowley) to fund rehabilitation efforts and subsequently in 2002 for various re-plantings. The individual donors that have contributed toward the Arbor's maintenance are perpetuated with bronze plaques along the path of the entire structure.

The Arbor's most recent improvement was in 2005. This involved the replacement of various posts and termite and water damage treatment by the Parks staff. However, despite this effort, the wooden elements have continued to deteriorate, resulting most recently in safety concerns and the closure of the Arbor in January 2016.

In August 2015, the City's Newsletter featured an article on the condition of the Rose Arbor and called for a September 15 meeting to discuss plans to repair or replace the Arbor. At the meeting, discussion ensued regarding repair and replacement alternatives and possible fundraising, including needed communications to the donors regarding the health of the Arbor.

Subsequently, at the December 15, 2015 Landscape Committee meeting, the Committee discussed the Rose Arbor and Shirley Jagels was present. Ms. Jagels has been leading an effort to communicate with the community regarding the Rose Arbor. Staff mentioned the City was waiting for information from a landscape consultant on the best approach for the Arbor's repair and long term maintenance; however, the specifics of the needed repairs and the costs were unknown at the time of this meeting

On February 18, 2016, Lucy Garcia and the Recreation Department hosted a meeting with community members to discuss a potential list of priority park and recreation projects. The list was generated at the

request of the LA County Regional Parks & Recreation Department. One of the proposed projects that came out of this meeting relative to “priority projects” was the Rose Arbor Repairs/Restoration.

ANALYSIS

In an effort to clearly identify what repairs would be needed, the City engaged the services of a contractor to assess the structure and identify the repairs. That effort resulted in an assessment that the City used to specify the work and solicit bids.

The City first solicited proposals for the Rose Arbor Project on February 25, 2016 and posted the Request for Proposal (RFP) on Planet Bid. A total of 161 vendors were notified, including the trade publications. Sixteen firms downloaded the RFP. The Proposals were due on March 10, 2016 at 11:00 A.M. and prospective bidders could either submit their proposals electronically or via hard copy. On the said date and time, the City did not receive any proposals.

In an effort to secure bids, staff contacted one of the contractors who downloaded the bid package and asked him to consider submitting a bid. During that process, three other individuals also submitted estimates for the project. A total of four proposals were received, with amounts ranging from \$117,940.00 to \$159,935.44.

The Public Contract Code (Section 22038.2c) authorizes the City to solicit and accept informal bids when there are no responses received during the formal bidding process.

Based on staff’s evaluation, reference checks, and bid costs, staff is recommending Liberty Painting and Restoration of Brea, California for the contract award. |

FISCAL IMPACT

[The City has received a commitment or intended donation from Dr. Matthew Lin and his wife Joy Lin for \$117,940.00 for the Rose Arbor Project. The Parks Division has \$17,000 available for this project in account #394-50-4600-7150. Staff recommends using the donation from the Lin family for the project. If there are any change orders and/or or if the costs are higher than the lowest bid amount of \$117,940.00, the funds from the Parks account will be utilized to pay for the additional costs. |

RECOMMENDATION

[Staff recommends that the City Council accept the estimate submitted by Liberty Painting & Restoration of Brea, California. | If Council concurs, the appropriate actions would be:

“A motion to accept the donation from Dr. Matthew and Joy Lin in the amount of \$117,940,000 and appropriate the funds in the Parks Division budget for the restoration of the Arbor; and,

A motion to appropriate an additional \$117,940.00 in expenditure account 394-50-4600-7150 for the restoration work;” and

”A motion to award the project for the Rose Arbor to Liberty Painting & Restoration of Brea, California for \$117,940.00; and

“A motion to allow a fifteen percent (15%) contingency in an amount up to \$17,000 for any additional costs or change orders to be paid from the Parks Division budget, account #394-50-4600-7150.”

Attachment: Bid Analysis

ROSE ARBOR REPAIRS - RECEIVED ESTIMATES

Item	Mok5 Associates			Liberty Painting &
	Lykins Construction	Builder	Gardens Inc.	Restoration
Mobilization	\$650.00	\$415.00	\$6,000.00	\$0.00
Portable Toilet	\$735.00	\$435.00	\$500.00	\$400.00
Temporary fencing on east side	\$840.00	incl.		
Trash Disposal (Trash bin to be lcoated on site)	\$1,575.00	\$2,250.00	\$4,000.00	\$1,500.00
Remove posts as shown on the attached sketch, shorting	\$3,640.00	\$70,509.40	\$27,000.00	\$66,600.00
Remove cross members as shown on attached sketch	\$1,820.00	\$25,935.00	\$15,000.00	\$25,840.00
Remove angle braces as shown on attached sketch	\$900.00	\$11,615.80	\$7,500.00	\$11,200.00
Remove upper 2X framing, as necessary	\$750.00	\$7,536.00	\$8,000.00	\$2,400.00
Replace all framing members listed above labor	\$41,525.00	\$1,500.00		
Total redwood material for all frmaing members listed above <i>(If Douglas fir material is used, deduct \$7,500 from materials)</i>	\$32,225.00	incl.	-\$7,500.00	
Prepare and paint complete structure	\$33,180.00	\$4,750.00	\$44,850.00	\$10,000.00
Supervision	\$4,095.00	\$10,000.00	\$6,000.00	\$0.00
Overhead	\$12,194.00	\$12,494.62	\$9,000.00	\$0.00
Profit	<u>\$6,706.00</u>	<u>\$12,494.62</u>	<u>\$6,000.00</u>	<u>\$0.00</u>
TOTAL ESTIMATE	\$140,835.00	\$159,935.44	\$126,350.00	\$117,940.00

Note: This estimate covers only those components identified in the attached report. The structure will be evaluated as the job progresses and the scope revised as necessary. All work during normal business hours, M-F 7:00 AM to 3:30 PM.

It is recommended that a sheet metal cap be installed over the posts. This item will be evaluated during initial reconstruction and a modification proposed along with an estimate.

Unit Costs

Unit cost to replace post	\$1,500.00	\$1,905.66	\$972.00	\$1,800.00
Unit cost to replace cross member	\$725.00	\$411.67	\$588.00	\$680.00
Unit cost to repalce angle brace	\$450.00	\$352.00	\$322.00	\$350.00

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL
FROM: JOHN T. SCHAEFER, CITY MANAGER
BY: LUCY GARCIA, ASSISTANT CITY MANAGER
DATE: APRIL 13, 2016
SUBJECT: **SOUTHERN CALIFORNIA EDISON OVERDUE
STREETLIGHT PAYMENT**

Allan Yung, MD, Mayor

Richard Sun, DDS, Vice Mayor

Steven W. Huang, DDS, Council Member

Steve Talt, Council Member

Richard Ward, Council Member

BACKGROUND

In July 2015, Southern California Edison (SCE) representatives requested a meeting with City staff to discuss a notable SCE billing error, which occurred between November 2012 and June 2015. A new SCE billing system evidently failed to capture/recognize a particular lamp series (1-50000 HPSV Series), which was on an expired tariff; consequently, 30 billing periods representing approximately 878 lamps were never invoiced.

Several meetings ensued with Edison to ensure these charges were correct. During these conversations, staff confirmed and/or corrected Edison's billing conclusions and discussed steps toward repayment, including bypassing any late fees and interest. In addition, given the City's recent streetlight conversion efforts, billing adjustments were arranged and confirmed to appropriately reflect the City's new rates (reduced) for the low voltage and metered streetlights.

According to Edison and in accordance with Rule 17 (Attachment), the utility company has a right to adjust the bill and recover its costs for a period of up to three years. Although the City receives Edison invoices for a number of streetlight locations on a monthly basis, the undercharges relative to this matter went unnoticed by City staff as a result of the City's recent streetlight conversions and, consequently, the expected benefits/savings from the conversions.

FISCAL IMPACT

The total impact to the City from the outstanding Edison charges is \$285,163.

RECOMMENDATION

Having confirmed the amount due, staff recommends the Council appropriate \$285,163 from the General Fund to account 101-48-4500-1980 and authorize the City Manager to issue payment to Southern California Edison in the amount of \$285,163 for delayed streetlight billing. If Council concurs, the appropriate action would be:

“A motion to appropriate \$285,163 from the General Fund to account 101-48-4500-1980; and

A motion authorizing the City Manager to issue payment to Southern California Edison in the amount of \$285,163 for streetlight back charges from November 2012 through June 2015.”

Attachments: Edison Letter Identifying Billing Problem
Rule 17
Edison Letter Identifying Amount Due to Settle Back Payment Issue



CITY OF SAN MARINO
Mr. John Schaefer
City Manager
2200 Huntington Dr.
San Marino, CA 91108-2639

Subject: Un-Billed Street Light Account

Dear Mr. Schaefer:

Thank you for the opportunity to provide the explanation to the un-bill situation. SCE acknowledges the delayed billings were a result of a system issue and not an issue caused by the City.

SCE conducted a thorough review of the situation and here is what we found:

- Last year, Edison discovered that one (1) Service Account in the City of San Marino did not bill for approximately 878 lamps, for over 30 billing periods beginning 11/1/2012 through 6/1/2015.
- It was determined that a particular lamp was on an expired tariff (1-50000 HPSV Series), was not recognized in the Customer Service System (CSS), and therefore caused the service account to stop billing.
- Upon the discovery of the situation, SCE rectified the situation and began the billing reconciliation process including the streetlight conversions from LS-2 (city-owned un-metered streetlight) to LS-3 (city-owned metered streetlight).
- SCE developed an internal process to monitor and catch this rare and unusual exception in the future.

From our discussion, SCE offered the City of Marino a payment arrangement for 3 years and removed all associated late fees.

In addition, you requested a separate account for the unbilled amount. SCE would like to offer an option of establishing a new account for the unbilled amount only. A balance statement will be generated and sent to the City after SCE receives the monthly payment.

If I can be of further assistance, please contact me at (714) 283-4373.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Tran", is written over a light blue horizontal line.

Chris Tran
Senior Manager
Local Government and Partnerships

cc. Joshua Torres, SCE
Tina Valore, SCE
Michael Bushey, SCE



Rule 17
ADJUSTMENT OF BILLS AND METER TESTS

Sheet 1

A. General.

Estimated Usage: When regular, accurate meter readings are not available or the electric usage has not been accurately measured, SCE may estimate the customer's energy usage for billing purposes on the basis of information including, but not limited to, the physical condition of the metering equipment, available meter readings, records of historical use, and the general characteristics of the customer's load and operation.

B. Meter Tests.

1. Prior to Installation. Every meter will be tested at or prior to the time of installation, and no meter will be placed in service if found to register more than 1% fast or 1% slow.
2. On Customer Request. A customer may, on notice of not less than one week, require SCE to test the meter for his service.

No charge will be made for such a test, but, should a customer demand a test within six months after installation or more often than once in six months, he will be required to deposit \$2.00 to pay, in part, the cost of the test. This deposit will be returned if the meter is found to register more than 2% fast or 2% slow.

A customer shall have the right to require SCE to conduct the test in his presence or in the presence of an expert or other representative appointed by him. The results of the test will be furnished to the customer within a reasonable time after completion of the test.

C. Adjustment of Bills for Meter Error.

A Meter Error is incorrect kilowatthour, kilovarhour, or demand registration resulting from a malfunctioning or defective meter. It does not include Billing Error, Unauthorized Use, or an error in registration caused by meter tampering by an unauthorized person. It also does not include conditions such as grounds, shorts, incorrect meter readings, meter dial overs, improper load wiring (including other customers' circuits connected to the wiring), accounting errors, switched meters, improper customer wiring, blown fuse in one energized conductor, or incorrect meter sizing.

(Continued)

(To be inserted by utility)

Advice 1123-E
Decision _____

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 28, 1995
Effective Apr 23, 1998
Resolution E-3530

Rule 17
ADJUSTMENT OF BILLS AND METER TESTS

Sheet 2

(Continued)

C. Adjustment of Bills for Meter Error. (Continued)

Where, as the result of a meter test a meter is found to be nonregistering or incorrectly registering, SCE may render an adjusted bill to the customer for the amount of the undercharge, and shall issue a refund or credit to the customer for the amount of the overcharge, computed back to the date that SCE determines the Meter Error commenced, except that the period of adjustment shall not exceed three years. Such adjusted bill shall be computed in accordance with the following:

1. **Fast Meter.** If a meter is found to be registering more than 2% fast, SCE will refund to the customer the amount of the overcharge based on corrected meter readings or SCE's estimate of the energy usage either for the known period of meter error or, if the period of error is not known, for the period during which the meter was in use. Refunds for fast meters cannot exceed three years. (T)
(N)

2. **Slow Meter.** If a meter for residential service is found to be registering more than 25% slow, or any meter for other class of service is found to be registering more than 2% slow, SCE may bill the customer for the amount of the undercharge based on corrected meter readings or SCE's estimate of the energy usage either for the known period of meter error or, if the period of meter error is not known for the period the meter was in use, not exceeding three months in the case of a residential service to a SCE-metered Single-Family Dwelling or Accommodation as defined in Rule 1, Definitions; not exceeding three months for a Small Business Customer, as defined in Rule 1 Definitions (or for a customer who certifies that it meets the California Government Code Section 14837 definition of "Micro-Business"); and not exceeding three years for all other service. (N)
|
(N)

3. **Nonregistering Meters.** If a meter is found to be nonregistering, SCE may bill the customer for SCE's estimate of the electric service used but not registered, not exceeding three months in the case of residential service to a SCE-metered Single-Family Dwelling or Accommodation as defined in Rule 1, Definitions; not exceeding three months for a Small Business Customer, as defined in Rule 1 Definitions (or for a customer who certifies that it meets the California Government Code Section 14837 definition of "Micro-Business"); and not exceeding three years for all other service. (N)
|
(N)

(Continued)

(To be inserted by utility)

Advice 2540-E
Decision 10-10-032
2C13 10-11-037

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Dec 22, 2010
Effective Dec 22, 2010
Resolution _____

Rule 17
ADJUSTMENT OF BILLS AND METER TESTS

Sheet 3

(Continued)

D. Adjustment of Bills for Billing Error.

A Billing Error is an error by SCE which results in incorrect billing charges to the customer. Billing Errors may include incorrect meter reads or clerical errors by an SCE representative such as applying the wrong rate, wrong billing factor, or an incorrect calculation. Billing Error shall also include failure to deliver a bill, actual or estimated, in a timely manner in accordance with Rule 9.A.2.

If estimated bills do not result from inaccessible roads, the customer, the customer's agent, other occupant, animal or physical condition of the property preventing access to SCE's facilities on the customer's Premises, other causes within control of the customer, or a natural or man-made disaster such as a fire, earthquake, flood, or severe storms, the issuance of estimated bills shall be considered "Billing Error" for the purpose below.

Billing Error does not include a Meter Error or Unauthorized Use, nor any error in billing resulting from meter dial over caused by other than SCE; switched or mismarked meters by other than SCE; improper customer wiring; blown fuse in one energized conductor; inaccessible meter; failure of the customer to notify SCE of changes in the customer's equipment or operation; or failure of the customer to take advantage of a rate or condition of service for which the customer is eligible; or failure to issue a bill in accordance with Rule 9.A.2. due to a natural or man-made disaster such as fire, earthquake, flood, or severe storms.

Where SCE overcharges or undercharges a customer as the result of a Billing Error, SCE may render an adjusted bill for the amount of the undercharge, and shall issue a refund or credit to the customer for the amount of the overcharge for the period of the Billing Error, but not exceeding three years in the case of an overcharge for all service accounts, and, in the case of an undercharge, not exceeding three months for residential service to a SCE-metered Single-Family Dwelling or Accommodation as defined in Rule 1, Definitions, not exceeding three months for a Small Business Customer, as defined in Rule 1 Definitions (or for a customer who certifies that it meets the California Government Code Section 14837 definition of "Micro-Business"); and not exceeding three years for all other service.

(N)
(N)
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(N)

E. Adjustment of Bills for Unauthorized Use.

Unauthorized Use is the use of energy in noncompliance with SCE's tariffs or applicable law. It includes, but is not limited to, meter tampering, unauthorized connection or reconnection, theft, fraud, intentional or unintentional use of energy whereby SCE is denied full compensation for electric service provided.

Where SCE determines that there has been Unauthorized Use of electric service, SCE may bill the customer for SCE's estimate of such unauthorized use. However, such estimated bill shall indicate unauthorized use for the most recent three years and, separately, unauthorized use beyond the three-year period for collection as provided by law.

Nothing in this Rule shall be interpreted as limiting SCE's rights under any provisions of any applicable law.

(Continued)

(To be inserted by utility)

Advice 2540-E
Decision 10-10-032
3C11 10-11-037

Issued by
Akbar Jazayeri
Vice President

(To be inserted by Cal. PUC)

Date Filed Dec 22, 2010
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Resolution _____

Rule 17
ADJUSTMENT OF BILLS AND METER TESTS

Sheet 4

(Continued)

E. Adjustment of Bills for Unauthorized Use. (Continued)

1. Actual Usage.

If accurate meter readings from a remote check meter are available for the unauthorized use period, they will be used for billing purposes.

2. Estimated Usage.

If the electric usage has not been accurately measured, SCE may estimate the energy usage for billing purposes. The basis for the estimate may include, without limitation, the physical condition of the metering equipment, available meter readings, records of historical use, or the general characteristics of the load and operation of the Customer or person being billed, with consideration of any appropriate seasonal adjustment.

Estimated bills for the unauthorized use period may be determined by SCE based on one or more of the following, without limitation:

- a. Accurately-metered use from a remote check meter during the unauthorized use period;
- b. The known percent error in metering attributable to the unauthorized use;
- c. Accurately-metered use prior to the onset of the unauthorized use;
- d. The equipment and hours of operation of the Customer or person being billed;
- e. Accurately-metered subsequent use of 30 days or more (if available);
- f. Annual use profile of at least five Customers with similar connected load, premises load profiles, hours or energy use, etc. (percent of annual use); or
- g. Other reasonable and supportable billing methodology when none of the aforementioned billing techniques are appropriate under the circumstances.

(Continued)

(To be inserted by utility)

Advice 1123-E
Decision _____

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Sep 28, 1995
Effective Apr 23, 1998
Resolution E-3530

Rule 17
ADJUSTMENT OF BILLS AND METER TESTS

Sheet 5

(Continued)

E. Adjustment of Bills for Unauthorized Use. (Continued)

3. Recovery of Associated Costs.

SCE may recover from the Customer the associated costs resulting from the unauthorized use including both investigative and equipment damage costs. Investigative costs include time and material spent for investigation, bookkeeping, film and film development, and other costs of gathering evidence. Equipment damage costs include the cost to replace the SCE-owned equipment damaged by the customer.

4. Discontinuance of Service.

In accordance with the provisions of Rule 11, where SCE determines unauthorized use is occurring, SCE may refuse or discontinue service without further notice.

If any part of the Customer's wiring or any other equipment, or the use thereof, is determined by SCE or any other authorized public agency to be unsafe or in violation of applicable laws, ordinances, rules or regulations of public authorities, or is in such condition as to endanger SCE's service facilities, SCE may discontinue service without further notice.

SCE may also discontinue service in accordance with the provisions of its tariffs, for nonpayment of a delinquent billing for unauthorized use and for associated costs, including nonpayment under an amortization agreement.

F. Limitation on Adjustment of Bills for Energy Use.

For any error in billing not defined as billing error, meter error, or unauthorized use, SCE is not required to adjust the bill. However, any billing adjustment not specifically covered in the tariffs for an undercharge or overcharge shall not exceed three years.

(To be inserted by utility)

Advice 1123-E-A
Decision _____

Issued by
John R. Fielder
Senior Vice President

(To be inserted by Cal. PUC)

Date Filed Mar 6, 1995
Effective Apr 23, 1998
Resolution E-3530



An EDISON INTERNATIONAL® Company

April 6, 2016

CITY OF SAN MARINO
Mr. John Schaefer
City Manager
2200 Huntington Dr.
San Marino, CA 91108-2639

Subject: Un-Billed Street Light Account

Dear Mr. Schaefer:

Thank you for the opportunity to provide the explanation to the un-bill situation. SCE acknowledges the delayed billings were a result of a system issue and not an issue caused by the City.

SCE conducted a thorough review of the situation and here is what we found:

- Last year, Edison discovered that one (1) Service Account in the City of San Marino did not bill for approximately 878 lamps, for over 30 billing periods beginning 11/1/2012 through 6/1/2015.
- It was determined that a particular lamp was on an expired tariff (1-50000 HPSV Series), was not recognized in the Customer Service System (CSS), and therefore caused the service account to stop billing.
- Upon the discovery of the situation, SCE rectified the situation and began the billing reconciliation process including the streetlight conversions from LS-2 (city-owned un-metered streetlight) to LS-3 (city-owned metered streetlight).
- SCE developed an internal process to monitor and catch this rare and unusual exception in the future.

From our discussion, SCE removed all associated late fees. City of San Marino agrees to pay \$285,163.00. **Please reference CA#38-518-6333 on the check.** This will ensure the amount is applied to the correct account.

Mail payment to:

Southern California Edison
Attn: Accounts Receivable
P.O. Box 300
Rosemead, CA
91722-0001

If I can be of further assistance, please contact me at (714) 283-4373.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Tran', with a long horizontal flourish extending to the right.

Chris Tran
Senior Manager
Local Government and Partnerships

cc. Joshua Torres, SCE
Tina Valore, SCE
Michael Bushey, SCE

City of San Marino AGENDA REPORT



TO: MAYOR AND CITY COUNCIL

FROM: JOHN T. SCHAEFER, CITY MANAGER

BY: |VERONICA RUIZ, CITY CLERK|

DATE: |APRIL 13, 2016|

SUBJECT: 2016 CITY COUNCIL MEETING CALENDAR

Allan Yung, MD, Mayor
Richard Sun, DDS, Vice Mayor
Steven W. Huang, DDS, Council Member
Steve Talt, Council Member
Richard Ward, Council Member

DATE	DESCRIPTION	LOCATION *	TIME
January 13, 2016	Joint Meeting with DRC	City Hall EOC	5:00 P.M.
January 13, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
January 20, 2016	Meeting with the Community on the Budget Process	San Marino Center – Fireside Room	7:00 P.M.
January 29, 2016	Adjourned Regular Meeting	City Hall Council Chamber	8:00 A.M.
February 10, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
February 26, 2016	Adjourned Regular Meeting	City Hall Council Chamber	8:00 A.M.
March 9, 2016	Joint Meeting with Traffic Commission	City Hall EOC	5:00 P.M.
March 9, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
March 25, 2016	Adjourned Regular Meeting	City Hall Council Chamber	8:00 A.M.
April 13, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
April 29, 2016	Adjourned Regular Meeting	City Hall Council Chamber	8:00 A.M.
May 2, 2016	Adjourned Regular Meeting (Budget)	Crowell Library - Barth Room	6:00 P.M.
May 11, 2016	Joint Meeting with Library Board	City Hall EOC	5:00 P.M.
May 11, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
May 27, 2016	Adjourned Regular Meeting	City Hall Council Chamber	8:00 A.M.
June 8, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
June 24, 2016	Adjourned Regular Meeting	City Hall Council Chamber	8:00 A.M.
July 13, 2016	Joint Meeting with Planning Commission	City Hall EOC	5:00 P.M.
July 13, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
July 29, 2016	Adjourned Regular Meeting	City Hall Council Chamber	8:00 A.M.
September 14, 2016	Joint Meeting with School Board	City Hall EOC	5:00 P.M.
September 14, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
September 30, 2016	Adjourned Regular Meeting	City Hall Council Chamber	8:00 A.M.
October 12, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
October 28, 2016	Adjourned Regular Meeting	City Hall Council Chamber	8:00 A.M.
November 9, 2016	Joint Meeting w/ Recreation Commission	City Hall EOC	5:00 P.M.
November 9, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.
December 14, 2016	Regular Meeting	City Hall Council Chamber	6:00 P.M.

* Unless otherwise notified, all City Council Meetings will take place in the City Hall Council Chamber, located at 2200 Huntington Drive, San Marino, CA 91108.

** If deemed necessary, the Council may schedule additional meetings.