



CITY COUNCIL CLOSED SESSION REGULAR MEETING AGENDA

**South Pasadena City Council / Redevelopment Successor Agency /
City Manager's Conference Room, Second Floor, 1414 Mission Street
Wednesday, November 5, 2014, at 6:30 p.m.**

City Council

Marina Khubesrian, M.D., Mayor / Agency Chair
Robert S. Joe, Mayor Pro Tem / Agency Vice Chair

Councilmembers / Agency Members

Michael A. Cacciotti; Diana Mahmud; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager / Agency Executive Director
Evelyn G. Zneimer, City Clerk / Agency Secretary
Yvette Hall, Chief Deputy City Clerk / Chief Deputy Agency Secretary
Teresa L. Highsmith, City Attorney / Agency Counsel

*The public may comment on Closed Session items prior to the City Council recessing to Closed Session.
In order to address the City Council on Closed Session items, please complete a Public Comment Card.
Time allotted per speaker: 3 minutes. The City Council will convene in Open Session at 7:30 p.m.*

Closed Session Agenda	Description
1. Roll Call	Mayor Khubesrian, Councilmembers Cacciotti, Joe, Mahmud, Schneider
2. Public Comments	Public comments on Closed Session items only
3. Conference with Legal Counsel—Pending Litigation	Pursuant to Government Code Section 54956.9 (d)(1) Name of case: City of South Pasadena et al v. Federal Highway Administration: CA Department of Transportation et al. [United States District Court CV 98-6996]
4. Initiation of Litigation	Pursuant to Government Code Section 54956.9 (d)(4) CONFERENCE WITH LEGAL COUNSEL—INITIATION OF LITIGATION Number of Cases: 1

Accommodations



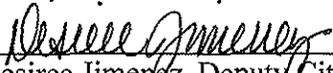
Meeting facilities are accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the City Clerk's Office at (626) 403-7230. Hearing assistive devices are available in the Council Chambers. Notification at least 72 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

I declare under penalty of perjury that I posted this notice of agenda on the bulletin board in the courtyard of the City Hall at 1414 Mission Street, South Pasadena, CA 91030, as required by law.

10/30/2014

Date


Desiree Jimenez, Deputy City Clerk

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**JOINT CITY COUNCIL /
REDEVELOPMENT SUCCESSOR AGENCY
REGULAR MEETING AGENDA**

**Amedee O. "Dick" Richards, Jr., Council Chambers, 1424 Mission Street
Wednesday, November 5, 2014, at 7:30 p.m.**

City Council

Marina Khubesrian, M.D., Mayor / Agency Chair
Robert S. Joe, Mayor Pro Tem / Agency Vice Chair

Councilmembers / Agency Members

Michael A. Cacciotti; Diana Mahmud; Richard D. Schneider, M.D.

Sergio Gonzalez, City Manager / Agency Executive Director

Evelyn G. Zneimer, City Clerk / Agency Secretary

Yvette Hall, Chief Deputy City Clerk / Chief Deputy Agency Secretary

Teresa L. Highsmith, City Attorney / Agency Counsel

*In order to address the City Council, please complete a Public Comment Card.
Time allotted per speaker: 3 minutes.
No agenda item may be taken after 11:00 p.m.*

Presentations and Announcements

Roll call, Invocation* (Mayor Khubesrian)

Pledge of Allegiance – Julian Lopez, Commissioner General, South Pasadena High School ASB

**In permitting a nonsectarian invocation, the City does not intend to proselytize, advance, or disparage any faith or belief. Neither the City nor the City Council endorses any particular belief or form of invocation.*

1. Closed Session announcements — a Closed Session agenda has been posted separately
2. South Pasadena Tournament of Roses Committee annual float fundraiser drawing for the Ultimate Tournament of Roses Experience
3. Presentation of a Certificate of Appreciation to Dr. Nancy Lavelle for over 40 years of service to the South Pasadena community
4. Proclamation declaring November 17-21, 2014, as "Homeless Awareness Week" in the City of South Pasadena
5. Proclamation declaring July 25, 2015 to August 2, 2015, as "Special Olympics World Games 2015" in the City of South Pasadena
6. Certificate of Recognition of the Dinosaur Farm's 20th Anniversary and for being named one of BuzzFeed's best international toy stores

7. Presentation of the FY 2013-14 Annual Report of the Natural Resources and Environmental Commission
8. Presentation of the FY 2013-14 Annual Report of the Parks and Recreation Commission
9. Councilmembers' comments (3 minutes each)
10. City Manager communications
11. Reordering of and Additions to the Agenda

Opportunity to Comment on Consent Calendar

In order to address the Council, please complete a Public Comment Card. Time allotted per speaker: 3 minutes. Items listed under the consent calendar are considered by the City Manager to be routine in nature and will be enacted by one motion unless an audience member or Councilmember requests otherwise, in which case the item will be removed for separate consideration. Any motion relating to an ordinance or a resolution shall also waive the reading of the ordinance or resolution and include its introduction or adoption as appropriate.

Consent Calendar

12. Approval of the minutes of the Regular City Council Meeting of October 15, 2014 and the minutes of the Special City Council Meeting of October 22, 2014
13. Second reading and adoption of an ordinance repealing Chapter 20E ("Regulating Sex Offenders") of the South Pasadena Municipal Code
14. Approval of resolutions 1) Adopting a Memorandum of Understanding (MOU) between the City of South Pasadena (City) and the South Pasadena Firefighters' Association; 2) Adopting an MOU between the City of South Pasadena and the Police Officers' Association; 3) Adopting an MOU between the City of South Pasadena and the Public Service Employees' Association (PSEA) Full Time Unit; 4) Adopting an MOU between the City of South Pasadena and the PSEA Part Time Unit; 5) Establishing compensation and benefits for Management Employees; and approval of a revised job description for full time and part time Management Assistant
15. Approval of Vehicle Use Policy and Fleet Safety Policy
16. Re-appropriation of Fiscal Year (FY) 2013-14 purchase orders
17. Discretionary fund request from Mayor Khubesrian in an amount not to exceed \$650 for the purpose of providing promotional materials and refreshments for the community screening of the documentary, "Tough Guise 2"
18. Award of contract to Eurofins Eaton Analytical, Inc. for laboratory testing and analysis of potable water samples

City Council/Redevelopment Successor Agency

19. Approval of prepaid warrants in the amount of \$1,121,681.83, General City Warrants in the amount of \$315,353.27, and payroll in the amount of \$443,250.28

Public Comments and Suggestions

Time reserved for those in the audience who wish to address the City Council. The audience should aware that the Council may not discuss details or vote on non-agenda items. Your concerns may be referred to staff or placed on a future agenda. Please note: Public input will also be taken during all agenda items. In order to address the Council, please complete a Public Comment Card. Time allotted per speaker: 3 minutes

Action/Discussion

- 20. First reading and introduction of an ordinance amending South Pasadena Municipal Code Section 17.52 Definitions to add electronic smoking devices to the prohibition of smoking in public places and in places of work
- 21. First reading and introduction of an ordinance amending Section 19A.13 (Construction of Buildings and Projects) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code
- 22. Receive and file report regarding a survey for a possible Mission-Meridian Preferential Parking District expansion

Reports

- 23. Strategic Plan Quarterly Update

Adjournment

**FUTURE CITY COUNCIL MEETINGS
(OPEN SESSION)**

Wednesday, November 19, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, December 3, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.
Wednesday, December 17, 2014	Regular City Council Meeting	Council Chambers	7:30 p.m.

**PUBLIC ACCESS TO CITY COUNCIL MEETING AGENDA PACKETS, DOCUMENTS DISTRIBUTED BEFORE A MEETING,
AND BROADCASTING OF CITY COUNCIL MEETINGS**

Prior to meetings, agenda packets are available at the following locations:

- South Pasadena Public Library, 1100 Oxley Street;
- City Clerk's Office, 1414 Mission Street; and on the
- web at: www.southpasadenaca.gov/citycouncilmeetings

Individuals can be placed on an email notification list to receive forthcoming agendas by calling the City Clerk's Office at 626-403-7230. Any disclosable public records related to an open session item appearing on a regular meeting agenda and distributed by the City of South Pasadena to all or a majority of the legislative body fewer than 72 hours prior to that meeting are available for public inspection at the City Clerk's Office, located at City Hall, 2nd floor, 1414 Mission Street prior to the meeting. During the meeting, these documents will be included as part of the "Counter Copy" of the agenda packet kept in the Amedee O. "Dick" Richards, Jr., Council Chambers at 1424 Mission Street. Documents distributed during the meeting will be available following the meeting at the City Clerk's Office. For those submitting letters or other documents relating to items on the agenda: materials received after 4:00 p.m. on the day prior to the Council meeting may not be reviewed by the City Council.

Regular meetings are broadcast live on Time-Warner Cable Channel 19 and AT&T Channel 99 and are replayed for at least 24 hours following the meeting. Meetings are also streamed live via the internet from the City website at www.southpasadenaca.gov. Six months of archived meetings, indexed by agenda item, are also available. A DVD of regularly scheduled meetings is available for checkout at the South Pasadena Public Library. DVD and audio CD copies of meetings can be purchased from the City Clerk's Office.

Accommodations



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10/30/2014
Date

Desiree Jimenez, Deputy City Clerk

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THE CITY OF SOUTH PASADENA EXPRESSES

APPRECIATION



Nancy Lavelle, Ph.D.

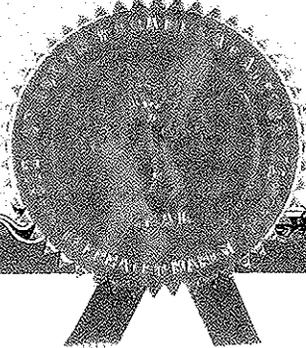
Community Advocate

In appreciation of 40 years of invaluable efforts and commitment by serving as a catalyst for the design, implementation, and dissemination of innovative teaching and learning strategies for infants, children, and young adults at-risk for learning, developmental, behavior and emotional problems; while empowering those individuals to take charge of their own learning process and become capable, caring, and contributing members of society in the South Pasadena Community

Dated this 5th day of November, 2014

Marina Khubesrian, M.D., Mayor

Evelyn G. Zneimer, City Clerk



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CITY OF SOUTH PASADENA
PROCLAMATION



Declaring November 17 - 21, 2014,
as "Homeless Awareness Week"
in the City of South Pasadena

- WHEREAS, it is estimated that of the 51,340 homeless people living in Los Angeles County, 34% experience substance abuse, 33% suffer from mental illness, 22% have a physical disability, and approximately 3,918 of this population live on the streets or in emergency shelters each night in the San Gabriel Valley; and
- WHEREAS, of the San Gabriel Valley homeless population, 29% are chronically homeless, 47% are substance abusers, and 37.5% are mentally ill; and
- WHEREAS, being homeless makes it difficult to secure basic needs, including access to stable housing, balanced nutrition, self-care, and adequate and appropriate medical or mental health care; and
- WHEREAS, an increased awareness of the epidemic of homelessness will ensure greater support for effective programs and assisting homeless individuals and families obtain and maintain permanent housing; and
- WHEREAS, initiating a "Homeless Awareness Week" will provide the opportunity to increase public knowledge and understanding of those living without shelter; and
- WHEREAS, ending homelessness now is critical to uphold the vitality of families and sense of community in the San Gabriel Valley.

NOW, THEREFORE, I, Marina Khubesrian, M.D., Mayor, on behalf of the City Council of the City of South Pasadena, hereby declare November 17 - 21, 2014, as "Homeless Awareness Week" in the City of South Pasadena, and encourage everyone to support homelessness awareness efforts by volunteering their time, advocating for resources; and creating opportunities for family members and neighbors to sustain permanent housing.



Marina Khubesrian, M.D., Mayor

November 5, 2014
Date

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CITY OF SOUTH PASADENA

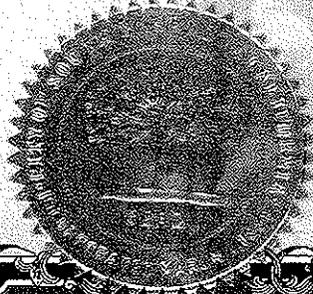
PROCLAMATION



Declaring July 25, 2015 to August 2, 2015
as "Special Olympics World Games 2015"
in the City of South Pasadena

- WHEREAS, in 2015 the Special Olympics World Games is the world's largest sports and humanitarian event, showcasing athletes with incredible courage, unwavering determination and sheer joy; and
- WHEREAS, the Special Olympics World Games will be held from July 25, 2015 to August 2, 2015 in Los Angeles, California, consisting of 7,000 athletes competing from 177 countries all over the world; and
- WHEREAS, for three days preceding the Opening Ceremonies, 100 towns and cities across Southern California will host delegations from around the world; and
- WHEREAS, the City of South Pasadena supports and believes in a world that fully accepts and includes all people with intellectual disabilities, and ultimately, all persons with differences; and
- WHEREAS, South Pasadena is proud to be announced supporter of the Special Olympics World Games 2015.

NOW, THEREFORE, I, Marina Khubesrian, M.D., Mayor, on behalf of the City Council of the City of South Pasadena, hereby declares support of Special Olympics World Games 2015 in the City of South Pasadena and warmly welcome the athletes, coaches, staff, volunteers, families, and spectators to the region.



Marina Khubesrian, M.D., Mayor

November 5, 2014
Date

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CITY OF SOUTH PASADENA

CERTIFICATE OF RECOGNITION



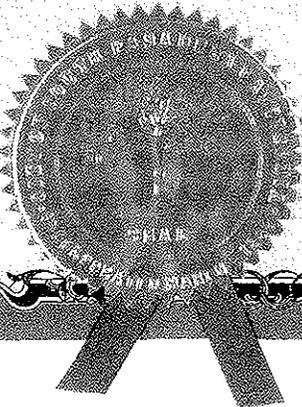
The Dinosaur Farm 20th Anniversary Celebration

In recognition of The Dinosaur Farm's 20th Anniversary and for being named one of BuzzFeed's best international toy stores, through its dedicated efforts, this one-of-a-kind establishment offers a unique experience in a family-friendly atmosphere, while providing a wide selection of toys that inspire imagination, artistry, and good wholesome fun in the South Pasadena community

Dated this 5th day of November, 2014

Marina Khubesrian, M.D., Mayor

Evelyn G. Zneimer, City Clerk



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Date: November 5, 2014
To: Honorable Mayor and Members of the Council
From: Kim Hughes, Chair
Re: **FY 2013-14 Annual Report of Natural Resources and Environmental Commission**

Overview of Natural Resources and Environment Commission (NREC) Charter

The NREC is to administer the City of South Pasadena's (City) tree ordinance and to help develop and support environmental and sustainable programs for the City, its residents and businesses.

The Commission Volunteers - The NREC is comprised of a diverse group of community volunteers who give their time without compensation to help provide guidance on environmental efforts, programs and strategies. The 2013-14 commission is comprised of fellow outstanding volunteers: Scott Kuhn, Diana Mahmud, John Silverthorn, Al Benzoni, Kay Findley, Nancy Wilms, and Thomas Kutzer-youth, non-voting member. When Diana Mahmud was elected to City Council, Noah Puni was welcomed to the NREC.

NREC FY 2013-14 Accomplishments

Water Conservation - The NREC continued supporting the initial work of the Water Council, including tiered water rates and water conservation programs and projects. The NREC has worked with the Water Conservation Analyst on outreach programs and education, including incentives to convert turf areas to water wise landscapes, the installation of high-efficient toilets, and more.

- The NREC has continued to review the City's water system, its finances, contract with Global Water, water conservation, as well as develop a long-term plan for water use. The group was proud to have water related ordinances go into effect, including the Water Conservation Landscape Ordinance, the Water Conservation and Shortage Plan Ordinance, and the Parkway Ordinance. The NREC continues to look at ways to reach the mandated goal of reducing water consumption by 20% by the year 2020 and continues to monitor the reservoirs and other infrastructure projects.
- The NREC is investigating the pros and cons of installing synthetic turf.
- A dozen various water conservation workshops, as well as two free mulch and compost giveaways were held for the community.
- The NREC reviewed the use and guidelines of greywater.
- The NREC participated in a special "Sustainable Living Event" held at one of the summer concert events. On Sunday, July 7, 2013, dozens of environmentally focused vendors, including Energy Upgrade California, Edison and the City's environmental programs, helped educate the community on conservation issues. The NREC had an outreach presence at all five summer concerts.

- A California Friendly landscape demonstration garden is being installed on the median on Huntington Drive near Fair Oaks Avenue.

Plastic Bag Use - The NREC shepherded an ordinance, approved by the City Council, to eliminate single-use plastic bags.

Urban Harvesting - The NREC supported a move to encourage the re-direction of usable food that would otherwise go to waste to in-need organizations, and would avoid the food going to waste in landfills. The objective was supported by the City Council.

South Pasadena Urban Forest - The NREC reviewed a number of tree removal requests.

- The NREC updated the City's Native Tree List and added drought tolerant trees to it.
- The NREC hosted an Urban Forest presentation partnering with West Coast Arborists, Southern California Edison, and the Public Works Department focusing on right tree/right place and proper maintenance.

Community Garden - The NREC continues to monitor the development of a community garden for South Pasadena.

Improved City Landscape Opportunities - NREC members continue to monitor the City's landscape at the golf course, medians on Fair Oaks Avenue and various parks in order to find ways to reduce water use, and to better protect our native trees.

Renewable Energy - The NREC supports the City Council request for more renewable energy in the City and energy efficiency efforts. The NREC will assist in the development of a Renewable Energy Advisory Council. The group reviewed the state HERO program offering support for the concept, but concerns over some of the financial requirements.

4th of July Parade - The NREC participated in the 4th of July Parade displaying a custom banner promoting native plants and water conservation.

Strategic Planning - The NREC shared in developing the key priorities for the City and emphasized the importance of sustainability and having adequate funds to support and maintain our urban forest.

Electric Vehicle Charging Station - The NREC provided assistance in the development of a new public electric vehicle charging station that is scheduled to be installed near the Library.

Additional Issues - The NREC continued to look into the issues of a ban on Styrofoam, storm water and our legal requirements, as well as cycle friendly development.

- The NREC continued to look into low emissions vehicle choices for City vehicles.
- The NREC provided direction for pesticides and herbicides in consideration for the protection of bee populations.
- NREC provided a recommendation on the regulation of electronic cigarettes.

Date: November 5, 2014
To: Honorable Mayor and Members of the Council
From: Ron Rosen, Chair
Re: **FY 2013-14 Annual Report of Parks and Recreation Commission**

Events:

Several Community events took place this year, and their success demonstrated by the increased participation attendance (Summer Concerts in the Park, Shakespeare in the Park, Halloween Spooktacular, Breakfast with Santa, Spring Egg-Stravanganza, and Doggie Day with Cats too). The Youth Commission hosted its second Movie in the Park with a screening of Frozen. The event was very successful and enjoyed by all.

Capital Projects:

This year many exciting projects were completed.

- War Memorial exterior doors, kitchen door and window replacement in front door (\$17,000)
- 11 new bleachers placed at Arroyo Park and Orange Grove Park (\$10,000)
- CNG Transit MV-1 vehicle for Dial-A-Ride (\$55,000) Prop A and C
- Transit handheld radios for Dial-A-Ride vehicles (\$6,000) Prop A and C
- Feasibility Study for a Community Center (\$50,000) Park Impact Fees

New Full Time Staff:

Two full time Program Specialist positions were approved. One Specialist will work in Recreation overseeing Camp Med while the other will be in Transit.

South Pasadena Memorial and Healing Garden:

Four names of South Pasadena youth were memorialized in the memorial and healing garden.

Field Maintenance Schedule:

The field maintenance schedule was approved for 2014-2016. This allows Public Works to close fields down for a duration of time to maintain and re-seed the field for the upcoming seasons.

Community Garden:

The Parks and Recreation Commission was presented with a design and location for a community garden by Richard Tom of the South Pasadena Community Garden Committee. The design and location was approved.

FY 2012-2013 Revenue for Community Services:

The total gross revenue for the department is \$691,763 which surpassed the projected revenue of \$655,593. The total revenue for the lease or managed properties is \$391,662 which was over the projected revenue of \$265,474. Overall department revenue is \$1,083,425 (projected revenue \$848,220).



**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL/REDEVELOPMENT SUCCESSOR AGENCY/
PUBLIC FINANCING AUTHORITY/HOUSING AUTHORITY
OF THE CITY OF SOUTH PASADENA CONVENED
THIS 15TH DAY OF OCTOBER 2014, AT 7:30 P.M.
AMEDEE O. "DICK" RICHARDS, JR., COUNCIL CHAMBERS
1424 MISSION STREET**

ROLL CALL

Mayor Khubesrian convened the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency (Agency)/Public Financing Authority (Authority)/Housing Authority (Authority) at 7:45 p.m.

Chief Deputy City Clerk Hall called the roll. Present were City Councilmembers/Agency/Authority Members Cacciotti, Mahmud, and Schneider; and Mayor Pro Tem/Agency/Authority Vice Chair Joe and Mayor/Agency/Authority Chair Khubesrian.

Absent: None.

Other Officials and Staff present: City Manager/Agency/Authority Executive Director Gonzalez; Assistant City Manager Straus; City Attorney/Agency/Authority Counsel Highsmith; Police Chief Miller; Deputy Fire Chief Riddle; Finance Director Batt; Planning and Building Director Watkins; Public Works Director Toor; Director of Library, Arts, and Culture Fjeldsted; Community Services Director Pautsch; Principal Management Analyst Lin; Senior Management Analyst Figoni; and Chief Deputy City Clerk Hall.

INVOCATION

There was no invocation presented.

PLEDGE OF ALLEGIANCE

Councilmember Schneider led the Pledge of Allegiance.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

1. CLOSED SESSION ANNOUNCEMENTS

City Attorney Highsmith reported that Mayor Khubesrian called to order at 6:35 p.m. the Closed Session Regular Meeting of the City Council of October 15, 2014, and that all Councilmembers were present, except for Councilmember Cacciotti, who arrived at 6:38 p.m. She indicated the meeting was convened into Closed Session to discuss the following items as listed on the Closed Session Agenda:

3. Conference with Legal Counsel – Pending Litigation

Pursuant to Government Code Section 54956.9 (d)(1)

Pending Litigation: County of Los Angeles – Claim for Wrongfully Withheld Property Tax Administration Funds (PTAF)

4. Conference with Legal Counsel – Existing Litigation

Pursuant to Government Code Section 54956.9 (d)(1)

New Cingular v. City of Alameda, et. al. Superior Court of California, County of Los Angeles, Case No. BC 462270

5. Labor Negotiations

Pursuant to Government Code Section 54957.6

Conference with Labor Negotiators regarding labor negotiations with the following Employee organizations: Firefighters' Association (FFA), Police Officers' Association (POA), Public Service Employees' Association (PSEA), PSEA– Part Time Unit, Unrepresented Employees: Management Employees

City negotiators: City Manager Sergio Gonzalez, Assistant City Manager Hilary Straus, City Attorney Teresa L. Highsmith, and Legal Counsel Steve Berliner

City Attorney Highsmith announced that City Council provided direction to Legal Counsel regarding Closed Session Item Nos. 3 and 4; and direction was provided to the Labor Negotiator regarding Closed Session Item No. 5.

**2. PRESENTATION BY CAROL LIU, CALIFORNIA STATE SENATOR:
STATE OF THE STATE ADDRESS**

Mayor Khubesrian announced that due to an unanticipated conflict with her schedule, Carol Liu, California State Senator, would not be in attendance at this evening's City Council Meeting.

3. PRESENTATION BY PAUL LEON, MAYOR, CITY OF ONTARIO, AND CITY OF SOUTH PASADENA REPRESENTATIVE ON THE GOVERNING BOARD OF THE METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY (FOOTHILL GOLD LINE): UPDATE ON THE FOOTHILL GOLD LINE

Mayor Khubesian announced that due to an unanticipated conflict with his schedule, Paul Leon, Mayor, City of Ontario, and City of South Pasadena (City) Representative on the Governing Board of the Metro Gold Line Foothill Extension Construction Authority, would not be in attendance at this evening's City Council Meeting.

4. PRESENTATION OF CERTIFICATE OF APPRECIATION TO MARYSIA WOJCIK FOR VOLUNTEER SERVICE ON THE ANIMAL COMMISSION

Mayor Khubesian presented a Certificate of Appreciation to Marysia Wojcik for her volunteer service on the Animal Commission.

5. PRESENTATION OF THE FY 2013-14 ANNUAL REPORT OF THE FREEWAY & TRANSPORTATION COMMISSION

William Sherman, M.D., Chair, Freeway & Transportation Commission, presented the FY 2013-14 Annual Report of the Freeway & Transportation Commission.

6. COUNCILMEMBERS' COMMENTS (3 MINUTES EACH)

Councilmember Schneider had no comments.

Councilmember Mahmud encouraged residents to vote at the upcoming November 4, 2014, General Election in support of the following propositions: 1) County of Los Angeles' Proposition P – Safe Neighborhood Parks Measure, recently adopted by the City; and 2) Proposition 1 – The Water Quality, Supply, and Infrastructure Improvement Act of 2014, proposed for adoption on this evening's City Council Meeting Agenda. Councilmember Mahmud requested the Planning and Building Department consider placing public notice signage for pending land use permits, similar to the City of Pasadena, in front of properties, seconded by Councilmember Cacciotti.

Councilmember Cacciotti discussed the Multiple Air Toxics Exposure Study IV (MATES IV). Councilmember Cacciotti requested the following items: 1) Public Works Commission review of traffic enforcement and speeding on Hawthorne Street, seconded by Mayor Pro Tem Joe; 2) A report on the number of bikes stolen at the Mission-Meridian Metro Station and how to deter theft, seconded by Councilmember Mahmud; and 3) Eastside Transit Corridor Phase 2 (ETCP2) Draft Environmental Impact Report be added as an emergency item to this evening's City Council Meeting Agenda, seconded by Mayor Khubesian. City Attorney Highsmith advised the City Council of the findings necessary to add an emergency item to the City Council Agenda as follows: 1) The need

for action came to the attention of the City subsequent to the Agenda being posted; 2) Discussion of item cannot be postponed; and 3) Item must receive a two-thirds affirmative vote. Councilmember Cacciotti indicated he was notified today by a City of South El Monte Councilmember that the ETCP2 Draft Environmental Impact Report would be discussed at the October 20, 2014, San Gabriel Valley Council of Governments (SGVCOG) Transportation Committee (TC) Meeting.

MOTION: M/S Cacciotti/Khubesrian to add the Eastside Transit Corridor Phase 2 Draft Environmental Impact Report to this evening's City Council Meeting Agenda as an emergency item. The motion passed by the following roll call vote:

AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesrian

NOES: None

ABSENT: None

ABSTAIN: None

Mayor Pro Tem Joe announced and displayed a flyer for the Green Fair, in celebration of South Pasadena Nature Park's 10th Anniversary, to be held on October 18, 2014, from 9:00 a.m. to 1:00 p.m., at the Arroyo Seco South Pasadena Woodland and Wildlife Park.

Mayor Khubesrian requested the following items: 1) Preparation of a proclamation in support of the Special Olympics World Games - Los Angeles 2015, seconded by Councilmember Schneider; 2) Allocation of \$750 from her discretionary funds to co-sponsor a community screening of "Tough Guise 2," seconded by Councilmember Mahmud; and 3) Formation of a Rent Review Committee comprised of members of the community and renters, seconded by Councilmember Cacciotti. Mayor Khubesrian displayed a flyer announcing the World Food Day event, being held on October 16, 2014, from 6:00 p.m. to 6:30 p.m., at the South Pasadena Public Library. Mayor Khubesrian displayed a PowerPoint Presentation entitled "Bring Your Own Bag." Mayor Khubesrian thanked South Pasadena High School (SPHS) Key Club President Justin Burger and SPHS Key Club Members; and local artist Kelly Conte for their participation in the "Bring Your Own Bag" event.

7. CITY MANAGER COMMUNICATIONS

City Manager Gonzalez announced the following items and displayed PowerPoint slides: 1) Community Center Design Open House being held on October 18, 2014, from 9:00 a.m. to 11:00 a.m., at the South Pasadena Senior Center; 2) Halloween Spooktacular event being held on October 31, 2014, from 5:30 p.m. to 7:30 p.m., at Orange Grove Park; and 3) Update on the Mission-Meridian Village Parking Garage.

8. REORDERING OF AND ADDITIONS TO THE AGENDA

Agenda Item No. 19 was added to the City Council Meeting Agenda as an emergency item.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

9. PROPOSED APPOINTMENT OF DOREEN SIODMAK TO THE ANIMAL COMMISSION TO FILL A PARTIAL TERM UNTIL DECEMBER 31, 2016

Mayor Khubesrian proposed the appointment of Doreen Siodmak to the Animal Commission to fill a partial term until December 31, 2016.

MOTION: M/S Cacciotti/Joe to approve the appointment of Doreen Siodmak to the Animal Commission to fill a partial term until December 31, 2016. By roll call vote, the motion passed unanimously. Absent: None.

CONSENT CALENDAR

MOTION: M/S Cacciotti/Joe to approve Consent Calendar Item Nos. 10, 11, 12, 13, 14, and 15 including Prepaid Warrants #185282-185339 in the amount of \$377,754.94, General City Warrants #185340-185479 in the amount of \$418,328.77, Payroll 10-10-14 in the amount of \$426,626.70, totaling \$1,222,710.41; and seated as the Successor Agency to the Community Redevelopment Agency, approve Redevelopment Successor Agency warrants for \$7,598.01 (included in above total). By roll call vote, the motion passed unanimously. Absent: None.

The Consent Calendar consisted of the following items:

10. APPROVAL OF THE MINUTES OF THE REGULAR CITY COUNCIL MEETING OF OCTOBER 1, 2014

11. APPROVAL OF PREPAID WARRANTS IN THE AMOUNT OF \$377,754.94, GENERAL CITY WARRANTS IN THE AMOUNT OF \$418,328.77, AND PAYROLL IN THE AMOUNT OF \$426,626.70

12. SECOND READING AND ADOPTION OF ORDINANCE NO. 2275 PROHIBITING MOBILE ADVERTISING VEHICLES

13. MONTHLY INVESTMENT REPORTS FOR AUGUST 2014

14. RESOLUTION NO. 7379 SUPPORTING PROPOSITION 1 – WATER QUALITY, SUPPLY AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014

15. AUTHORIZE THE CITY MANAGER TO EXECUTE THE 2013 STATE HOMELAND SECURITY GRANT PROGRAM SUBRECIPIENT AGREEMENT IN THE AMOUNT OF \$3,486

PUBLIC COMMENTS

Mayor Khubesrian opened the Public Comments section.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

Ben Wong, Private Citizen, requested the City Council Meeting be adjourned in memory of Michael A. Harris, Reporter for the San Francisco Chronicle and inspiration for the passage of the Ralph M. Brown Act, who recently passed away.

Lisa Cavelier, South Pasadena Resident, provided information on the upcoming Special Olympics World Games - Los Angeles 2015.

Harrison Hoffman, South Pasadena Resident, provided information on the upcoming Special Olympics World Games - Los Angeles 2015.

Gus Mojarro, San Gabriel Resident, commented regarding the construction fence in the back of his property and the City's water tank located in the City of San Gabriel. Mayor Khubesrian indicated that staff would follow up on this matter.

Shlomo Nitzani, South Pasadena Resident, commented on the following items: 1) Bicycle lanes in the City of Los Angeles; 2) Traffic issues at Indiana Avenue and Monterey Road; and 3) FY 2014-15 City Budget.

There being no additional speakers, Mayor Khubesrian closed the Public Comments section.

ACTION/DISCUSSION

16. CONSIDERATION OF THE 2015 CITY COUNCIL/SUCCESSOR AGENCY/PUBLIC FINANCING AUTHORITY MEETING SCHEDULE

Chief Deputy City Clerk Hall presented the staff report and responded to City Councilmembers' questions.

MOTION: M/S Mahmud/Joe to: 1) Cancel the April 1 and 15, 2015, City Council/Successor Agency/Public Financing Authority Regular Meetings; 2) Schedule City Council/Successor Agency/Public Financing Authority Special Meetings on April 8 and 22, 2015; and 3) Cancel the August 5, 2015, City Council/Successor Agency/Public Financing Authority Regular Meeting. By roll call vote, the motion passed unanimously. Absent: None.

17. DIRECTION REGARDING COMPLETION OF THE HUNTINGTON MEDIAN LANDSCAPE DEMONSTRATION PROJECT

Senior Management Analyst Figoni presented the staff report as part of a PowerPoint Presentation and responded to Councilmembers' questions.

Public Works Director Toor provided an update on the health of the trees in the median on Huntington Drive (Median).

Mayor Khubesrian opened the Public Comments section.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

There being no speakers, Mayor Khubesrian closed the Public Comments section.

Mayor Khubesrian explained that the Huntington Median Landscape Demonstration Project (Project) was called a "demonstration project" to provide an example to the public of alternative options that could be installed in lieu of turf. She indicated a preference for a broader display that was not too specific. Mayor Khubesrian indicated this option was within the budget and that she would like to preserve the trees in the Median.

Councilmember Schneider concurred with Mayor Khubesrian's aforementioned comments and stated that he generally was not in support of removing mature trees unless it was necessary.

In response to Councilmember Mahmud's question, Senior Management Analyst Figoni stated the irrigation plan would include a special irrigation plan for the trees in the Median.

Mayor Pro Tem Joe indicated opposition to the removal of trees in the Median and expending additional funds for the Project.

Councilmember Cacciotti presented photographs of the trees in the Median. He stated the trees in the three dimensional rendering displayed in the PowerPoint Presentation, were not an accurate depiction of the trees in the Median.

Councilmember Mahmud indicated that the Median was not the appropriate location for a dry stream bed and would be more supportive of expending additional funds if the budget allowed for it. She indicated support of expanding the demonstration area to reduce water usage. Councilmember Mahmud concurred with Mayor Pro Tem Joe's aforementioned comments.

Discussion followed among City Councilmembers regarding drainage and sustainable landscaping.

MOTION: M/S Khubesrian/Joe to approve the Huntington Median Landscape Demonstration Project, Option #2, with the addition of rocks; no removal of Median trees; and no installation of a dry stream bed. By roll call vote, the motion passed 4-1. No: Cacciotti.

18. FIRST READING AND INTRODUCTION OF AN ORDINANCE REPEALING CHAPTER 20E ("REGULATING SEX OFFENDERS") OF THE SOUTH PASADENA MUNICIPAL CODE

City Attorney Highsmith presented the staff report and responded to Councilmembers' questions.

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

In response to Councilmember Cacciotti's question, Police Chief Miller discussed how registered sex offenders were monitored. Police Chief Miller stated there were eight registered sex offenders in the City.

Mayor Khubesrian opened the Public Comments section.

Sam Burgess, South Pasadena Resident, commented on how the sex offender ordinance would affect local convalescent facilities.

City Manager Gonzalez clarified that anyone who resides in the City, including those residing in local convalescent facilities, must register with the South Pasadena Police Department.

Mayor Khubesrian closed the Public Comments section.

Chief Deputy City Clerk Hall presented and read by title AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REPEALING ORDINANCE NO. 2189, CHAPTER 20E (REGISTERED SEX OFFENDERS), OF THE SOUTH PASADENA MUNICIPAL CODE.

MOTION: M/S Cacciotti/Joe to read by title only for first reading, waive further reading, and introduce AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, REPEALING ORDINANCE NO. 2189, CHAPTER 20E (REGISTERED SEX OFFENDERS), OF THE SOUTH PASADENA MUNICIPAL CODE. The motion passed by the following roll call vote:

AYES: Cacciotti, Joe, Mahmud, Schneider, and Mayor Khubesrian

NOES: None

ABSENT: None

ABSTAIN: None

**19. DIRECTION REGARDING THE EASTSIDE TRANSIT CORRIDOR PHASE
2 DRAFT ENVIRONMENTAL IMPACT REPORT (NO STAFF REPORT)**

City Manager Gonzalez presented the staff report. He explained Councilmember Cacciotti's request to add an emergency item to this evening's City Council Meeting Agenda. City Manager Gonzalez reported that the SGVCOG was holding a TC Meeting on October 20, 2014, and one of the items to be discussed was the ETCP2 Draft Environmental Impact Report. He indicated Principal Management Analyst Lin would be in attendance at the SGVCOG TC Meeting and could provide testimony on behalf of the City.

Councilmember Cacciotti stated he received correspondence today from a City of South El Monte Councilmember who indicated that pro-State Route 710 (SR-710) cities might request the ETCP2 Draft Environmental Impact Report public comment period be

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

extended. Councilmember Cacciotti stated he was not certain of the City of South El Monte's strategy. He indicated the matter, as listed on the SGVCOG TC Meeting Agenda, was ambiguous.

Councilmember Mahmud stated it was also appropriate to discuss the Metropolitan Transportation Authority (Metro) Report as listed on the SGVCOG TC Meeting Agenda.

Councilmember Schneider provided project information on the ETCP2. He indicated two routes were being considered. Councilmember Schneider stated he was not certain which route was preferred and what position the City should support.

Councilmember Mahmud provided project information on the ETCP2. Councilmember Mahmud discussed the City of South El Monte's position, which was for Metro to make a determination sooner rather than later regarding the ETCP2 Draft Environmental Impact Report. Councilmember Mahmud stated she was not comfortable supporting a position that opposes the granting of an extension of time for submission of public comments to the ETCP2 Draft Environmental Impact Report. She recommended the City remain neutral on the matter since the City has gone on record to request from Metro additional time to respond to the SR-710 Draft Environmental Impact Report.

Discussion followed on what position the City should support if a specific request for support is received.

There was consensus by the City Council to maintain a position that would not cause a division among the City and other SGVCOG cities that support or oppose the extension of the public comment period for the ETCP2 Draft Environmental Impact Report.

Councilmember Mahmud recommended that the City authorize staff to address the SGVCOG TC with comments consistent with the views identified in the letter that was recently sent to the SGVCOG. There were no objections from the City Council.

ADJOURNMENT

Mayor Khubesrian adjourned the Regular Meeting of the South Pasadena City Council/Redevelopment Successor Agency/Public Financing Authority/Housing Authority in memory of Michael A. Harris at 9:28 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesrian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on November 5, 2014.



**MINUTES OF THE CLOSED SESSION SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF SOUTH PASADENA
CONVENED THIS 22ND DAY OF OCTOBER 2014, AT 6:30 P.M.
CITY MANAGER'S CONFERENCE ROOM,
1414 MISSION STREET, SECOND FLOOR**

1. ROLL CALL

Mayor Khubesrian convened the Closed Session Special Meeting of the South Pasadena City Council at 6:37 p.m.

Present were City Councilmembers Cacciotti and Schneider; and Mayor Pro Tem Joe.

Absent: City Councilmember Mahmud.

Other Officials and Staff present: City Manager Gonzalez, City Attorney Highsmith, and Principal Management Analyst Lin.

2. PUBLIC COMMENTS

Mayor Khubesrian opened the Public Comments section. There was no one from the public wishing to speak on the Closed Session agenda item. Mayor Khubesrian closed the Public Comments section.

City Attorney Highsmith read the Closed Session agenda item title into the record.

The City Council convened into Closed Session.

CLOSED SESSION

3. INITIATION OF LITIGATION

Pursuant to Government Code Section 54956.9 (d)(4)

CONFERENCE WITH LEGAL COUNSEL—INITIATION OF LITIGATION

Number of Cases: 1

SUBJECT TO REVISION: UNAPPROVED UNTIL RATIFIED BY COUNCIL

OPEN SESSION

The meeting reconvened into Open Session.

City Attorney Highsmith advised that there was no reportable action taken regarding Closed Session Item No. 3.

ADJOURNMENT

Mayor Khubesrian adjourned the Closed Session Special Meeting of the South Pasadena City Council at 8:35 p.m.

Evelyn G. Zneimer
City Clerk

Marina Khubesrian, M.D.
Mayor

Minutes approved by the South Pasadena City Council on November 5, 2014.

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City of South Pasadena Agenda Report

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 5, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: Teresa L. Highsmith, City Attorney
SUBJECT: **Second Reading and Adoption of an Ordinance Repealing Chapter 20E ("Regulating Sex Offenders") of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council read by title only for second reading, waiving further reading, and adopt an ordinance repealing Chapter 20E ("Regulating Sex Offenders") of South Pasadena Municipal Code (SPMC) in its entirety, pending clarification on the enforceability of "Jessica's Law" by the California Supreme Court.

Fiscal Impact

None.

Commission Review and Recommendation

This ordinance has not been submitted to any Committee or Commission for review; repeal is recommended for compliance with existing law.

Background

As a result of the recent Court of Appeal rulings preempting enactment of "child safety zones" and the current uncertainty over whether the California Supreme Court will uphold or modify Jessica's Law, many cities are repealing their sex offender ordinances, either to avoid being sued, or in response to a lawsuit filed by legal advocates for registered sex offenders seeking repeal of preempted ordinances and reimbursement of legal fees.

The City Council introduced the ordinance for first reading at its regular meeting on October 15, 2014.

Analysis

Due to the change in the law this year, the City's Ordinance "Regulating Sex Offenders" has become largely preempted, rendering the City vulnerable to lawsuit. In early September, a legal advocate for registered sex offenders did file a lawsuit against the City seeking repeal of Chapter

20E and an award of attorneys' fees. In order to resolve the matter as quickly and inexpensively as possible, the City agreed to agendaize Ordinance No. 2189 (Chapter 20E of the SPMC) for consideration of repeal.

It is important to note that repeal of Chapter 20E does not limit the City from adopting a new lawful ordinance once the fate of "Jessica's Law" has been determined by the California Supreme Court. A decision from the California Supreme Court is expected by late this year or early next year.

Meanwhile, convicted sex offenders are still required to register their residency and update that information annually (or upon moving) with the police department in the jurisdiction in which they seek to live. The police department forwards this information to the State Department of Justice, which compiles the list of all registered sex offenders and where they reside. A public version of this information may be viewed on the Department of Justice "Megan's Law" website, at www.meganslaw.ca.gov. The "Megan's Law" website also contains much useful information about protecting oneself and one's children from potential sexual predators, facts and statistics about sex offenders, and publications and resources for victims. Regardless of whether or not the California Supreme Court upholds "Jessica's Law," the requirement for convicted sex offenders to register their residency with local law enforcement remains and provides communities some protection in knowing the whereabouts of registered sex offenders and law enforcement can thereby monitor their activities within a community.

Legal Review

The City Attorney's Office has reviewed this item and prepared the Ordinance Repealing Chapter 20E of the SPMC.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Ordinance repealing Chapter 20E of the SPMC regulating sex offenders

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
REPEALING ORDINANCE NO. 2189, CHAPTER 20E
(REGISTERED SEX OFFENDERS), OF THE
SOUTH PASADENA MUNICIPAL CODE**

WHEREAS, Penal Code Section 3003.5, also known as "Jessica's Law," provides that registered sex offenders may not reside within 2,000 feet of a public or private school or a park where children regularly gather, and also authorizes cities and counties to adopt local ordinances to increase the distance restrictions and add other locations applicable to the distance restrictions; and

WHEREAS, in 2009, the City of South Pasadena (City) adopted Chapter 20E in reliance on the authority of "Jessica's Law;" and

WHEREAS, the constitutionality of "Jessica's Law" is currently under review by the California Supreme Court in the case of *In Re: Taylor*; and

WHEREAS, in March 2013, a Los Angeles Superior Court Judge issued a stay order on the enforcement of "Jessica's Law" pending review by the California Supreme Court; as a result of the California Supreme Court review and the Los Angeles County Judge stay order, many, if not most, District Attorneys are not prosecuting violations of "Jessica's Law; and

WHEREAS, in early 2014, the Court of Appeal ruled that all local ordinances creating "Child Safety Zones" where registered sex offenders may not enter are preempted by state law; and

WHEREAS, given the preemption of certain local sex offender regulations, the uncertainty of the constitutionality of "Jessica's Law," pending California Supreme Court review, the Los Angeles County stay order and the resulting inconsistency in enforcement, many California cities with local ordinances regulating sex offenders are vulnerable to lawsuits by sex offender legal advocates and are repealing their local ordinances; and

WHEREAS, repealing Chapter 20E ("Registered Sex Offenders") does not preclude the City's ability to adopt a new local ordinance in the future, depending on the ruling of the California Supreme Court regarding the constitutionality of "Jessica's Law;" and

WHEREAS, regardless of the application of "Jessica's Law," sex offenders are required to register their residences with local police, who in turn, submit this information to the state Department of Justice for inclusion on the Department of Justice "Megan's Law," website and therefore, communities are still provided the protection of knowing where registered sex offenders reside and law enforcement can thereby monitor their activities within a community; and

WHEREAS, the project has been determined to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the State CEQA Guidelines pertaining to the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed ordinance removes residency and movement restrictions on registered sex offenders and, therefore, does not involve the creation of any new environmental impacts.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 20E ("Registered Sex Offenders") is hereby repealed in its entirety.

SECTION 2. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this 5th day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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City of South Pasadena Agenda Report

Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Council
Diana Mahmud, Council
Richard D. Schneider, M.D., Council

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 5, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Hilary Straus, Assistant City Manager *HS*
Mariam Lee Ko, Human Resources Manager *MLK*
SUBJECT: **Approval of Resolutions 1) Adopting a Memorandum of Understanding (MOU) Between the City of South Pasadena (City) and the South Pasadena Firefighters' Association; 2) Adopting an MOU Between the City of South Pasadena and the Police Officers' Association; 3) Adopting an MOU Between the City of South Pasadena and the Public Service Employees' Association (PSEA) Full Time Unit; 4) Adopting an MOU Between the City of South Pasadena and the PSEA Part Time Unit; 5) Establishing Compensation and Benefits for Management Employees; and Approval of a revised job description for full time and part time Management Assistant**

Recommendation

It is recommended that the City Council:

- 1) Approve a resolution adopting an MOU between the City and the South Pasadena Firefighters' Association (FFA);
- 2) Approve a resolution adopting an MOU between the City of South Pasadena and the South Pasadena Police Officers' Association (POA);
- 3) Approve a resolution adopting an MOU between the City and the PSEA Full Time (FT) Unit;
- 4) Approve a resolution adopting an MOU between the City and the PSEA Part Time (PT) Unit;
- 5) Approve a resolution establishing compensation and benefits for Management Employees; and
- 6) Approve a revised job description for full time and part time Management Assistant.

AGENDA ITEM 14

Fiscal Impact

The three year fiscal impact for the: 1) FFA agreement is \$718,084; 2) POA agreement is \$1,252,615; 3) PSEA Full Time Unit is \$812,997; 4) PSEA Part Time Unit is \$364,017 (this figure includes passing through State-mandated minimum wage increases, effective July 1, 2014 and January 1, 2016, and accompanying part time position salary/salary range compaction adjustments as noted below). The one year fiscal impact of the management salary increase is approximately \$65,000.

Commission Review and Recommendation

This matter was not reviewed by any Commission.

Background

California Government code section 3500, et seq., (Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment. City staff and the representatives of the South Pasadena Public Service Employees' Association – Full-time and Part-time Units, Firefighters' Association and the Police Officers' Association began negotiations for separately regarding terms for new Memoranda of Understanding in May 2014 and have since completed negotiations. The proposed Memoranda of Understanding reflect the agreements reached with each Association. Accordingly, each MOU presented for City Council approval has been approved by each Association's governing board and their respective memberships. Each represented unit MOU term will be for three years, covering FY 2014-15 through FY 2016-17. The City views three year labor agreements with represented employees as advantageous as it will promote stability within the organization, and enable the City to more accurately forecast expenses in the next three years. Additionally, a resolution for a management salary adjustment is included with this item.

Analysis

The major focus during this round of negotiations has been on base salary adjustments. Most of the other noteworthy MOU and management resolution changes concern clean-up and/or editing of the documents, removing outdated classifications, language/terms, etc. Any other noteworthy term changes are noted below. For all MOUs, the Associations agreed that the MOUs may be reopened: 1) to negotiate salary reductions in the event that there is a significant reduction in City revenue; 2) to negotiate revisions to the City's Personnel Rules and Regulations.

Firefighters' Association

In an effort to strengthen the City's position relative to the competitive labor market, to recruit and to retain the most well-trained and capable staff in the area of fire suppression and prevention, the City agreed with the bargaining unit to implement market adjustments in addition to base salary adjustments during the term of the MOU. Base salary adjustments during the three year term of the MOU are as follows for all classifications in this unit: For Firefighter/Paramedic, Year 1 (FY 2014-15) is 2%; Year 2 (FY 2015-16) is 2%; Year 3 (FY 2016-17) is 3%. For Engineer, Year 1 (FY 2014-15) is 2%; Year 2 (FY 2015-16) is 2%; Year 3 (FY 2016-17) is 3%.

Approval of Memorandums of Understanding, Management Compensation Resolution, and Job Description

November 5, 2014

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For Captain, Year 1 (FY 2014-15) is 2%; Year 2 (FY 2015-16) is 2%; Year 3 (FY 2016-17) is 3%. Market equity adjustments vary by classification and fiscal year and are noted in the accompanying MOU (Attachment 1).

Police Officers' Association

As is the case with the Firefighters, the City sought to strengthen its position relative to the competitive labor market, to recruit and to retain the most well-trained and capable staff in the area of law enforcement. The City agreed to implement market adjustments in addition to base salary adjustments during the term of the MOU. Base salary adjustments during the three year term of the MOU for sworn employees are as follows: For Police Officer, Year 1 (FY 2014-15) is 3%; Year 2 (FY 2015-16) is 2%; Year 3 (FY 2016-17) is 3%. For Corporal, Year 1 (FY 2014-15) is 3%; Year 2 (FY 2015-16) is 2%; Year 3 (FY 2016-17) is 3%. For Sergeant, Year 1 (FY 2014-15) is 3%; Year 2 (FY 2015-16) is 2%; Year 3 (FY 2016-17) is 3%. Market equity adjustments vary by position and fiscal year, and are noted in the accompanying MOU (Attachment 2). Non-sworn members of the bargaining unit will receive the same base salary adjustments as sworn members, but no market equity adjustments.

PSEA Full Time

The City and PSEA FT unit have agreed to a three year term for unit members with base salary increases as follows: Year 1 (FY 2014-15) is 3%; Year 2 (FY 2015-16) is 2%; and, Year 3 (FY 2016-17) is 3%. These changes are reflected in the accompanying MOU (Attachment 3).

In addition, as "clean up," the two previous side letters to the PSEA Full Time unit 2012-2014 MOU have been incorporated into the 2014-2017 MOU, as those agreed upon changes continue to be in effect.¹ Another significant change includes incentive pay of up to 5% for those water utility operations and sewer collection/treatment employees who obtain certificates above the minimum required for their classification.

PSEA Part Time

The City and PSEA PT unit have agreed to a three year term for unit members with base salary increases as follows: Year 1 (FY 2014-15) is 2%; Year 2 (FY 2015-16) is 2% and Year 3 (FY 2016-17) is 2%. These changes are reflected in the accompanying MOU (Attachment 4).

Similar to the PSEA FT Unit MOU, as "clean up," the two previous amendments from the PSEA PT Unit 2012-2014 MOU have also been incorporated into the 2014-2017 MOU, as those agreed upon changes continue to be in effect.²

¹ Those side letters involved creating/maintaining a Management Generalist Series, including the Water Conservation Analyst position in the Management Generalist Series and implementing a Public Works Department reorganization.

² Those side letters involved creating/maintaining a Part-Timers hours policy and exempting Transit Division part-time employees from the Part-Timers hours policy.

Approval of Memorandums of Understanding, Management Compensation Resolution, and Job Description

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The PSEA PT Unit agreed to the addition of the following Management Generalist series classifications into their unit as part time classifications: Principal Management Analyst, Senior Management Analyst, Management Analyst, Management Assistant and Management Aide. Moreover, similar to the PSEA FT Unit, with the agreement of incumbent employees within the classification of part time Secretary, the classification of part time Secretary shall be retitled to Management Aide. As with all part time classifications, these classifications would be subject to the City's Part Time Hours Policy.

Furthermore, agreement was reached with the PSEA PT Unit to remove the part time classifications that were identified as vacant and not utilized by the City for a number of years from the recognized and represented classifications list and appropriate salary schedules. Those classifications are as follows: Transportation Coordinator, Transit Assistant, Security Monitor, Skate Park Lead Attendant, Skate Park Assistant Attendant, Literacy Publicist and Literacy Assistant.

In addition, the City is required to comply with the State of California Minimum Wage Order which raises the minimum wage to \$10.00 per an hour between 2014-2016. Compliance with this state mandate raises salary compaction issues between and within classifications. City staff was able to reach an agreement with the PSEA PT Unit with regard to hourly pay rates for certain classifications affected by the minimum wage increases and the resulting salary compaction. The pay rates for the following classifications were adjusted: Management Intern, Intern, High School Intern, Recreation Leader III, Recreation Leader II, Recreation Leader I, Typist Clerk II, Typist Clerk I, Library Aide II, Library Aide I, Police Cadet, Accounting Clerk and Crossing Guard.

In addition, the PSEA PT Unit agreed to a change in salary scales for all new employees entering the classification of Management Intern, Intern and High School Intern. Effective upon the adoption and approval of the resolution and MOU, all incumbent part time employees within the classifications of Management Intern (previously titled Professional Intern), Intern and High School Intern shall continue to have a salary schedule of five steps (Steps A-E). Subsequent to the ratification of the MOU, all individuals who become a Management Intern, Intern or High School Intern shall be eligible for three steps (Steps A-C) only. Additionally, language was added to the MOU with regard to all future internships being limited term internships. Except in rare circumstances, intern positions shall not last longer than one year.

Finally, the updated, revised and new job descriptions for the part time classifications of Management Intern, Intern, and High School Intern, as attached to the resolution, require the approval of the City Council. The Management Intern job description reflects the proposed title change from Professional Intern to Management Intern. There was no other change to the job description. The Intern and High School Intern job descriptions were drafted for approval because no official City job description currently exists for these part time positions.

Approval of Memorandums of Understanding, Management Compensation Resolution, and Job Description

November 5, 2014

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Management Employees

Excluding the City Manager, there are twenty Management Employees. As Management Employees are unrepresented, any changes to terms and conditions of their employment are not subject to the Meyers-Milias-Brown Act, and can be implemented by legislative action of the City Council. A resolution concerning salary and benefits for Management Employees is included with this Council agenda packet item (Attachment 5). A 3% base salary adjustment, effective the first full pay period of FY 2014-15 is the only noteworthy change.

Management Employees are similar to the City Manager as they are unrepresented, at-will, and held accountable for both individual performance and for the performance of their subordinate staff and effectiveness of the operations which they manage. Therefore, management compensation is anticipated to be considered on a yearly basis, after the annual evaluation of the City Manager, and is anticipated to be based on financial conditions, market conditions, individual performance, and the performance of the organization in relation to Council-established goals and objectives and other identified service delivery and performance standards.

Revised Management Assistant Job Description

The full time and part time Management Assistant revised job description, provided for Council approval (Attachment 6), reflects a minor change in the "Education/Experience" section. It is proposed that the previous requirement of "Graduation from accredited college or university with a bachelor's degree in public administration or policy, political science or a related field" be changed to reflect the requirement as "desirable." This change is proposed to better align the education and experience requirements within all of the classifications of the entire Management Generalist series.

Legal Review

The City Attorney and the City's legal counsel from the firm of Liebert, Cassidy and Whitmore have reviewed the item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Resolution adopting an MOU between the City and FFA
2. Resolution adopting an MOU between the City POA
3. Resolution adopting an MOU between the City PSEA FT Unit
4. Resolution adopting an MOU between the PSEA PT Unit
5. Resolution establishing compensation and benefits for Management Employees
6. Management Assistant Job Description

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ATTACHMENT 1

Resolution of the City Council of the City of South Pasadena Adopting a Memorandum of Understanding (MOU) Between the City of South Pasadena and the South Pasadena Firefighters' Association (FFA)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA FIREFIGHTERS' ASSOCIATION**

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the City of South Pasadena's (City) negotiating team met and conferred with the South Pasadena Firefighters' Association (FFA) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the FFA have agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

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

SECTION 1. Exhibit A is approved and adopted by the City Council of the City of South Pasadena in substantially the form as presented in this City Council meeting agenda item.

SECTION 2. This resolution supersedes Resolution No. 7263.

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

PASSED, APPROVED AND ADOPTED ON this 5th day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

CITY
of
SOUTH PASADENA

FIREFIGHTERS' ASSOCIATION
MEMORANDUM OF UNDERSTANDING

2014-2017

**CITY OF SOUTH PASADENA
MEMORANDUM OF UNDERSTANDING
WITH FIREFIGHTERS' ASSOCIATION
2014-2017**

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1. PARTIES, TERMS AND CLASSIFICATIONS RECOGNIZED

1(a) RECOGNIZED REPRESENTATIVES

The City recognizes the SOUTH PASADENA FIREFIGHTERS ASSOCIATION hereinafter referred to as the "Association" as the exclusive representative for all full-time officers and employees, excepting the classifications of Fire Chief, Deputy Chief, Fire Intern, and Administrative Secretary of the South Pasadena Fire Department.

1(b) REPRESENTED CLASSIFICATIONS

Existing Classifications: The following are the classifications represented by the Firefighters Association:

- | | |
|-----------------|-----------------------------|
| A. Captain | C.....Firefighter/Paramedic |
| B.....Engineer | D.Firefighter |

1(c) PARTIES

This Memorandum of Understanding hereinafter referred to as the "MOU" is made and entered into by and between the City of South Pasadena, a Municipal Corporation hereinafter referred to as the "City," and the Association pursuant to Government Code section 3500 et. seq.

1(d) TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect on July 1, 2014 and shall continue in full force until June 30, 2017.

1(e) REOPENERS

This MOU shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2014-2015, 2015-2016 or 2016-2017 fiscal years:

Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of

local funds, shall be included in measuring the five percent (5%) reduction),

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2014-2017 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

PERSONNEL RULE REOPENER: During the term of this MOU, the City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

2. ASSOCIATION RIGHTS

2(a) DUES AND BENEFITS DEDUCTIONS

The City shall continue to deduct dues and Association-sponsored benefit program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Association, who voluntarily authorize the deduction, in writing, on a form to be provided for this purpose which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within thirty (30) days following the deduction. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

2(b) CHANGE OF STATUS REPORT

The City shall send to the Association on a monthly basis a change-of-status record of those Association members who are terminated, on leave-of absence, or temporarily disabled.

2(c) GRIEVANCE REPRESENTATION

The City shall provide for the following rule on representation and grievance procedures:

An employee with a grievance may select a representative from the association to assist the employee in utilizing the grievance procedure:

1. The representative shall obtain approval of his/her immediate supervisor before spending any work time in activity related to the grievance procedure. Representatives may spend the time needed to expeditiously conduct the following activities: discuss matters with grievant, record information, advise or recommend action, assist in completion of documents necessary to grievance processing, investigate allegations that may form the basis for the grievance, and if so requested, appear with the grievant at all levels of grievance resolution. This activity may be undertaken without reprisal, discrimination or intimidation.

The following steps shall be taken to ensure that this activity does not interfere with the ongoing operations of the Department:

2. The representative may not leave his/her workstation or enter a work location under the supervision of other than his immediate supervisor without obtaining prior approval of the concerned supervisors.
3. No overtime pay will be paid for any time spent in the processing of grievances and the time spent on grievance representation and processing shall not be considered "hours worked" for purposes of overtime calculations.

3. MANAGEMENT RIGHTS

The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

- a. The exclusive right to determine the mission of its constituent departments, commissions, boards;
- b. Set standards and levels of service;
- c. Determine the procedures and standards of selection of employment and promotions;
- d. Direct its employees;
- e. Establish and enforce dress and grooming standards;
- f. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted;

- g. Determine the content and intent of job classifications;
- h. Determine methods of financing;
- i. Determine the style and/or types of City-issued wearing apparel, equipment or technology to be used;
- j. Determine and/or change the facilities, methods, technology, means, or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted;
- k. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions, including but not of the limited to, the right to contract for or sub-contract any work or operations of the City;
- l. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice;
- m. Establish and modify productivity and performance programs and standards;
- n. Discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees in accordance with applicable law;
- o. Establish employee performance standards including, but not limited to, quality and quantity standards, and to require compliance therewith;
- p. Take all necessary actions to carry out its mission in emergencies; and
- q. Exercise complete control and discretion over its organization and technology of performing its work.

The exercise by the City of its management rights shall not in any way, directly or indirectly, supersede the City Personnel Rules and MOU'S. Except in emergencies or when the City is required to make changes in its operations because of the requirement of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with representatives of the Association, at their request, regarding the impacts of the exercise of such rights, unless the matter of the exercise of such rights, is provided for in the MOU, or in the Personnel Rules and Salary Resolutions. By agreeing to Meet and Confer with the Association as to the impacts of the exercise

of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.

4. COMPENSATION

4(a) SALARY SCHEDULE ADJUSTMENTS

1. Salaries shall be stated in Appendix A titled "Fire Fighters Association Salary Schedule" which shall reflect the following base salary adjustments during the term of this MOU:

2014

Retroactive to the start of the first full pay period beginning after July 1, 2014:

1. Base salary increase of 2% for all unit members; plus
2. Base salary equity adjustments for specific classifications, as follows:
 - a. Firefighter/Paramedic = 2%
 - b. Engineer = 1%
 - c. Captain = 1%
3. For Engineers only: addition of an "F" Step set at 5% higher than "E" Step.

2015

Beginning with the start of the first full pay period beginning after July 1, 2015:

1. Base salary increase of 2% for all unit members; plus
2. Base salary equity adjustments for specific classifications, as follows:
 - a. Firefighter/Paramedic = 2%
 - b. Engineer = 1%
 - c. Captain = 1%

2016

Beginning with the start of the first full pay period beginning after July 1, 2016:

1. Base salary increase of 3% for all unit members; plus
2. Base salary equity adjustments for specific classifications, as follows:
 - a. Firefighter/Paramedic = 2%
 - b. Engineer = 1%

4(b) MOVIE DETAILS

A standardized movie detail pay scale will be applied to all Fire Department ranks at a flat rate of \$70.00 per hour. The following movie detail policy applies to all members covered by this agreement:

Definition: FSO shall be the abbreviation for the Fire Safety Officer.

Any FSO scheduled to work a movie detail shall be paid a minimum of eight (8) hours.

An FSO who is notified of a cancellation of his/her movie detail 24 hours or less from the scheduled start time of the detail shall be paid for the entire scheduled detail.

An FSO who is notified of a change in scheduled hours of his/her movie detail 24 hours or less from the scheduled start time shall be paid for the originally scheduled hours, or the re-scheduled hours, whichever is greater.

In the event a member would otherwise be forced hired for a movie detail, the Association agrees that a Deputy Chief, who is an employee of the City of South Pasadena will be allowed, but not required, to work the movie detail.

4(c) ACTING APPOINTMENTS

Terms: Employees who work one or more shift(s) in a higher classification shall thereafter be paid acting pay equal to the first step of the applicable range of salary of that higher acting classification and in no case less than 5% above the applicable base salary of the affected employee until completion of the acting assignment. Management shall

have the discretion to staff vacancies by either rank-for-rank appointments or “move-up” or “move down” acting appointments whereby employees who are deemed qualified to act in a higher/lower classification, are temporarily utilized to staff the higher/lower classification vacancy. An employee is deemed qualified for an acting appointment if: 1) the employee is a full-time City of South Pasadena Fire Department employee and 2) the employee has successfully passed all portions of the applicable exam, e.g., engineers or captains test, and meets all requests on the current job flier for the rank in which the employee shall be acting. An employee who “moves down,” shall not be subject to a decrease in compensation. It shall be the goal of management to take reasonable steps to provide that vacation picks, floating holidays and shift assignments shall not be impacted by an employee’s acting status.

4(d) OVERTIME CALCULATIONS

With the exception of sick leave, paid Time-Off shall be considered time worked for the purposes of calculating overtime. If an employee uses sick leave during a 12 day work period, the time out on sick leave shall not count as hours worked in calculating whether the employee is entitled to overtime pay for that 12 day work period. However, if the employee works non-scheduled shifts during a 12 day work period in which sick leave is taken, all the time actually worked during the non-scheduled shifts is considered hours worked in determining whether the 91 hour threshold for overtime pay has been exceeded in that 12 day work period, except where the non-scheduled shifts are worked pursuant to a shift trade with another employee.

5. RETIREMENT BENEFITS (SUBJECT TO ASSEMBLY BILL 340 LANGUAGE BELOW)

5(a) CALPERS

1. 2% at 50: The City agrees to continue its current contract with PERS to provide all classic Fire Safety Employees with the 2% at age fifty option (Government Code Section 21362.) Classic members are those that do not meet the definition of “new member” under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”).
2. Veterans: The City shall contract with PERS to provide for veterans to buy back military service time (Government Code Section 20996.)

3. The City shall provide the Post Retirement Survivor Allowance benefit, Level 4 (Government Code Section 21624, 21626, 21628.)
4. The City has adopted a resolution implementing IRS Section 414(h)(2) . This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.
5. Sick Leave Conversion: The City agrees to contract for the benefit of sick leave conversion pursuant to Section 20862.8 and 20963 of the California Government Code.
6. Highest one year: Effective January 1, 1982, the computation for retirement benefit for each classic employee in the bargaining unit shall be computed on their highest single year's salary pursuant to Section 20042 of the State Government Code.
7. City Paid Portion Employee's Share: Effective July 1, 2013. All classic sworn unit members shall pay 100% of the statutorily required member contribution .

AB 340 (the California Public Employees' Pension Reform Act of 2013, "PEPRA") as it may from time to time exist, shall in its entirety be given full force and effect during the term of this 2014-17 MOU. Any provision in the 2014-17 MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of any MOU, Agreement, Rule or Regulation .

"New members" as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code Section 7522.30)

"New members" as defined by PEPRA on and after January 1, 2013, shall be enrolled in SAFETY OPTION PLAN TWO (2.7% at 57) (Government Code Section 7522.25(e)).

All "new members" shall have their final compensation determined by reference to the highest average annual pensionable

compensation earned by the member during a period of 36 consecutive months immediately preceding retirement or other 36 consecutive month period as allowed by Government Code Section 7522.32(1).

8. RETIRED EMPLOYEE'S MEDICAL COVERAGE

Former and present employees who became/become annuitants prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only. Payment will be based on the actual employee only premium for insurance programs offered through PERS prior to being Medicare eligible and based upon PERS supplemental plans that mandate enrollment upon becoming Medicare eligible. As regards unit employees hired on or after the date of City Council adoption of a 2012-14 MOU or resolution of an impasse regarding the 2012-13 fiscal year, the City contribution to an individual employee's health benefit plan on retirement shall be as prescribed in Government Code Section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward. (9-1012) As regards all unit employees employed by the City prior to City Council adoption of a 2012-14 MOU, or resolution of an impasse regarding the 2012-13 fiscal year, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree's health benefit plan shall be in the amount of \$625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage. There exists a dispute between the parties as to the validity of the implementation of Article 5(a)(8) ("Retired Employee's Medical Coverage") of the 2011-2012 terms and conditions and the validity of Article 5(a)(9) of the 2012-2014 MOU. The parties agree that the fact of ratification by the Association of the 2012-2014 MOU shall not be asserted by the City as a defense to litigation brought to challenge Article 5(a)(8) of the 2011-2012 terms and conditions or Article 5(a)(9) of the 2012-2014 MOU by the Association and/or any individual member of the Association, and that said ratification shall not constitute a waiver of the right to litigate the validity of either or both of said Articles, including any otherwise available remedy sought in such litigation. However, the City can and shall assert any and all other affirmative or other defenses available to it to defend against any such litigation.

6. INSURANCE BENEFITS

6(a) MEDICAL INSURANCE

Effective concurrent with City Council adoption of a 2012-14 MOU or resolution of a 2012-13 fiscal year impasse, the employer contribution to provisions of available health benefit plans shall be in the minimum amount mandated by Government Code Section 22892 as it may from time to time provide. The difference between said amount as it from time to time exists and the present contribution of \$625.00 a month, shall be provided to unit members by means of an IRS approved cafeteria plan.

6(b) DENTAL INSURANCE

1. The City agrees to provide \$75.00 per month for employee and dependent dental coverage.
2. The City agrees to work with the Association in the investigation of other potential dental insurance carriers as long as the cost to the City for a new carrier does not exceed the current \$75.00 per month.
3. The above dental fund shall be paid by adding \$75.00 to the above cafeteria plan.

6(c) LIFE INSURANCE

Employee Coverage: Effective July 1, 1992, the City agreed to provide for each employee in the bargaining unit a life insurance policy in the sum of fifty thousand dollars (\$50,000).

6(d) VISION CARE

Employee and Dependent Coverage: It is agreed that the City will pay up to \$20.00/mo. of the employee and dependent premium. Said amount shall be paid by being added to the above cafeteria plan.

6(e) LONG TERM DISABILITY

1. The City will contribute 100% of the full cost of a Long-Term Disability policy (LTD) for every employee represented by the Association. The LTD policy shall have a 30-day or the total amount of accumulated sick leave (whichever is greater) per illness

and/or injury elimination clause, which will cover sick leave and will pay two-thirds of monthly salary. The City or insurance carrier may require reasonable proof of disabling illness.

2. Benefits shall be to a maximum of one (1) year on a disability and/or illness. The City Manager may, in the event of extenuating circumstances, extend benefits for up to one additional year. Said LTD policy shall thereafter be kept in force and effect, but the City's contribution shall remain constant at the entry level, subject to change only by mutual consent.

6(f) OPT OUT PROVISION

Employee may choose to opt out of the MEDICAL INSURANCE coverage as provided by the City of South Pasadena. If the employee chooses to opt out of the coverage, the employee shall be eligible to receive a monthly allowance of \$300. Cancellation of the coverage becomes effective on the first day of any month after a 45-day written notice is received. Proof of the employee's medical coverage from another source must accompany the request of cancellation of coverage. Exercise of this opt out provision shall not impact or diminish the City funding of dental and vision care or the employee's opportunity to participate in the dental or vision care plan.

6(g) RE-ENROLLMENT PROVISION

Employee who opts out under Section 7(f) may choose to re-enroll in the MEDICAL INSURANCE coverage as provided by the City of South Pasadena. Employee who wishes to re-enroll may do so only during the open enrollment period unless a qualifying event or retirement occurs, which will then permit the employee to re-enroll before the next open enrollment period.

6(h) IRS 125 PLAN

The City has implemented an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

7. RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees, including regular (permanent) part-time employees:

1. January 1New Year's Day
2. 3rd Monday in FebruaryPresident's Day
3. Last Monday in May.....Memorial Day
4. July 4.....Independence Day
5. 1st Monday in SeptemberLabor Day
6. 2nd Monday in OctoberColumbus Day
7. November 11Veteran's Day
8. 4th Thursday in NovemberThanksgiving Day
9. 4th Friday in November.....Friday after Thanksgiving
10. December 25Christmas Day

Holiday Shift: For the purpose of this MOU, a holiday is defined as a 12-hour period.

Holiday Pay: Any employee whose regular schedule does not require the employee to work on a Holiday shall be paid at the rate of twelve (12) hours of straight time. Any employee whose regular schedule requires the employee to work on a holiday shall be paid for a 12-hour holiday in addition to their salary for the shift.

8. FLOATING HOLIDAYS

8(a) ACCRUAL RATES

Two floating holiday shifts are granted to the employee during each fiscal year after (6) months of employment at his/her request at a time he/she selects, which meet the approval of the department head. A floating holiday shift shall be defined as a 24-hour period.

8(b) USE OF FLOATING HOLIDAYS

Each employee is entitled to two (2) Floating Holiday shifts between July 1 and June 30 of each fiscal year. These floating Holidays may be taken either in time off or in pay. Floating Holidays may not be carried over.

9. VACATION

9(a) ACCRUAL RATES

It is understood that vacation is earned as per this Vacation Time Schedule Chart:

VACATION TIME SCHEDULE CHART

YEARS OF SERVICES	SHIFTS OF VACATION
0 - 2 YEARS.....	8 SHIFTS
3 - 4 YEARS.....	9 SHIFTS
5TH YEAR.....	10 SHIFTS
6 - 10 YEARS.....	11 SHIFTS
11 - 15 YEARS.....	12 SHIFTS
16 - 20 YEARS.....	13 SHIFTS
21 - 24 YEARS.....	14 SHIFTS
25TH YEAR & OVER.....	17 SHIFTS

9(b) MAXIMUM ACCUMULATION

It is the goal of association members and the City that no more than a one-year allocation of shifts as per the Vacation Time Chart be accumulated. It shall be incumbent upon the Fire Chief to ensure that employees are allowed time off. If, at any time after December 31, 1999, an employee's vacation accumulation exceeds the equivalent of eighteen (18) months' worth of accrual, the employee's vacation accrual will cease until it falls below eighteen (18) months.

9(c) BUY-BACK

Vacation: Upon the request of a member and the approval of the Fire Chief, a member will have the option of payment in lieu of time-off for up to three (3) 24 hour shifts each fiscal year.

10. SICK LEAVE

10(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 5.54 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay.
3. One sick leave day is equivalent to one 24-hour shift.

10(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

10(c) SICK LEAVE INCENTIVE

1. At the end of each fiscal year, employees who have accumulated 240 hours of sick leave may convert up to 48 hours accumulated sick leave to cash at the rate of one hundred percent (100%).

For employees hired on or after July 1, 2000, a maximum of 24 hours combined during their first and second years of employment, if those hours are accumulated and unused.

After the second year of employment, employee is eligible for the regular buy-back incentive.

2. Please note that all buy-backs shall be implemented one time each fiscal year and paid by a separate payroll check between the first and second regular payrolls that end in July. The individual seeking a buy-back shall be employed as of June 30 of any year where a buy back is applicable. Employees' sick leave accumulation balance will be decreased by the corresponding number of hours the employee has received in cash buy-back.
3. Sick leave transferred to another employee's sick leave bank will not be counted for the purposes of the incentive buy-back program.

10(d) CONVERSION TO CALPERS SERVICE CREDIT

To the extent authorized by AB 340, on service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave for which an employee receives cash, cannot be converted to CalPERS service credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

10(e) USE OF SICK LEAVE

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize however, that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave. Accumulated sick leave may be used for the following:

(1) **Employee's own illnesses** that may cause the employee to miss work or attend a medical appointment. The City shall have the option to require a doctor's certification of the adequacy of the employee's absence during the time for which sick leave was requested.

(2) **Employee's family member's illness**
Assembly Bill (AB) 109 allows employees in any calendar year, to use their accrued and available sick leave in an amount up to one half of what an employee accrues annually to attend to the illness of a spouse, parent, or child.

10(f) SICK LEAVE USED ON HOLIDAYS

If an employee uses sick leave during a holiday, the time shall be deducted from the employee's sick leave and the holiday pay will remain. A holiday shall be defined as beginning at 7:00 a.m. of the day the holiday actually occurs and continue until 7:00 a.m. the following day. This definition shall be used only for the purpose of determining whether or not a firefighter uses sick leave during a holiday.

10(g) VERIFICATION OF SICK LEAVE

1. The City shall have the option to require a doctor's verification of the adequacy of the reason for an employee's absence during the time for which sick leave was requested only after three consecutive sick leave shifts are used.
2. If the employee has a history or pattern of sick leave misuse or overuse, the City may require written verification or medical documentation even if the employee does not use three consecutive shifts of sick leave as outlined above. Examples of misuse or overuse include but are not limited to:
 - Use of sick leave in conjunction with vacation, trades, or other authorized leave.
 - Significantly lower number of accumulated sick leave hours than the average of other employees.
 - Significantly higher number of sick leave days taken compared to other employees.

11. BEREAVEMENT LEAVE

11(a) ACCRUAL RATES

Employees shall receive a total of four (4) shifts of paid Bereavement and Family Illness Leave each fiscal year.

11(b) USE OF BEREAVEMENT LEAVE

Use of Bereavement Leave shall be limited to two (2) occurrences per fiscal year, and two (2) shifts per occurrence.

Employees may use Bereavement Leave for the preparation and/or attendance of services of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, parents, step-parents child, stepchild, grandparents, grandchildren, brother(s) and/or sister(s). Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

12. UNIFORMS

Uniform Replacement Allowance: Effective upon City Council adoption of the 2012-14 MOU, \$500.00 per fiscal year for the purchase of uniforms for sworn employees and Uniform Maintenance Allowance: \$225.00 per sworn employee per fiscal year.

Class "A" Uniform: new employees who successfully complete their probationary period will be provided with one (1) Class "A" uniform. The definition of a class "A" uniform will be established by way of a memorandum. Any proposed change to the list of items shall be discussed with department members prior to implementing the change.

13. WORKING CONDITIONS

13(a) ADDITIONAL DUTIES

It is agreed that during the term of this MOU, Fire Department personnel, with full understanding that emergency fire, medical and related duties shall be given highest priority, will perform from time-to-time the following additional duties:

1. Inspections: Firefighters will in conjunction with the Fire Department conduct inspections, check City business licenses.

2. Volunteer Training: Firefighters will train Fire Volunteers pursuant to State Firefighter I Certification Program.

13(b) MEALS

1. Meals Together: Effective upon the execution of this MOU, the City shall amend the South Pasadena Municipal Code so as to include a requirement that all shift personnel through and including the rank of Battalion Chief shall be required to eat all on-duty meals together.

13(c) WORK SCHEDULE

1. Work Week Defined: For all members of the bargaining unit, a workweek shall be defined as fifty-six (56) hours worked in a seven (7) day period.
2. Shift Schedule: Effective April 11, 1991, the work shift schedule for all suppression personnel will be 48 hours on duty and 96 hours off duty.
3. FLSA Cycle: The FLSA cycle will consist of a twelve (12) day cycle starting at 0700 hours, and consisting of 91 maximum non-overtime hours.
4. Shift Trade - December 24th and 25th: In the event a shift is required to work December 24th and December 25th, the shift assigned to work December 23rd will work on December 24th and the shift assigned to work on December 24th will work on December 23rd. For the purpose of payroll, this will be considered a 24-hour trade.

14. OTHER BENEFITS

14(a) LONGEVITY PAY

1. 2% Each 5 Years: It is agreed that effective July 1, 1984, each employee in the bargaining unit shall receive a two percent (2%) increase in salary for every five (5) years of service and shall continue to receive such increase(s) in salary upon completion of each additional five (5) year intervals of service.

2. As of January 1, 1996, the existing Longevity Pay Program will be terminated for all employees hired after January 1, 1996. Members on the City payroll on or before December 31, 1995 will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provisions of Section 2A "2% Each 5 Years". Once a member has earned the additional 4%, the Longevity Pay Program shall be permanently frozen.

14(b) ADDITIONAL ASSIGNMENTS AND PAY

5% Incentive Pay: The City shall increase the pay of each employee assigned to the additional positional duties listed below by 5 % of their base pay for the duration of their assignments. The Fire Chief will make said appointments from existing personnel and the individual shall serve at the pleasure of the Fire Chief.

Types of Assignments:

- A. Paramedic Coordinator
- B. Certified mechanic to be assigned to fire department equipment only.
- C. Fire Investigator
- D. Certified Hazardous Material Officer
- E. Fitness Coordinator (see Section 14(d)(2) this Article for program Description)

The Fire Chief may from time-to-time, through the City budget process, create other additional assigned positional duties.

- F. One (1) Department of Motor Vehicle (DMV) Coordinator
- G. One (1) Safety Equipment Coordinator
- H. One () Breathing Apparatus Coordinator (BAC)

These last three assignments are discretionary appointments by the Fire Chief and appointments shall be made or not made, at the Fire Chief's discretion, every year.

14(c) SENIORITY

For administrative purposes, seniority shall date from the date of the first appointment to the Department, whether temporary, limited, or otherwise - provided, however, that service is unbroken. If service is broken by resignation or removal, seniority shall date from the date of last appointment to the department.

14(d) FITNESS PROGRAM

1. Annual Cash Bonus: Members who pass standards of a voluntary physical fitness program, which is currently established by the South Pasadena Firefighters' Association, will receive a \$300, \$400, or \$500 annual cash bonus. Bonus shall be paid in December of each year that the member meets program standards.
2. Fitness Coordinator: There shall be authorized one (1) program coordinator who shall be responsible for the implementation and operation of the program.
 - a. Appointment of the coordinator shall be made by the Fire Chief. The coordinator shall receive 5 % of base salary for management of program activities. Said 5 % shall be effective January 1, 1993.
 - b. Duties: Fitness Coordinator shall prepare and implement program standards and shall be responsible for setting up required record keeping process, conducting voluntary physical fitness tests and for the establishment of a program reporting process, which, along with other needs, provides the Finance Department with a timely schedule of which employees and how much of a fitness bonus each employee shall receive. Timely notice shall be at least 30 days.

14(e) TUITION REIMBURSEMENT

There shall be no tuition reimbursement. However, where an employee is already enrolled in a City Manager/designee approved course prior to the City Council resolution of the 2011-2012 impasse, the employee shall be eligible for reimbursement for said course(s) only.

14(f) REIMBURSEMENT FOR MEETINGS AND SEMINARS

Quarterly Officers Meetings: It is agreed that the City will compensate each off duty officer who attends quarterly meetings at the rate of time and one-half of the employee's base rate.

Seminars: It is agreed that the City will provide a per diem for employees who voluntarily attend approved seminars to compensate for meals, travel, lodging, and other related charges.

14(g) EDUCATIONAL INCENTIVE PAY

AA or AS Degrees: Unit members employed prior to January 31, 1998 and who prior to July 31, 1998 possessed or earned an AA or AS degree, shall receive a two and one-half (2.5%) pay differential. Subject to the above January 31, 1998 restrictions, an employee will also be eligible for this differential upon proof of having completed thirty (30) fire service related units and Department Head approval, prior to July 31, 1998.

BA or BS Degrees: Unit members employed prior to January 31, 1998 and who prior to January 31, 1998 possessed or earned a BA or BS degree as of January 31, 1998, shall receive a five percent (5 %) pay differential. Subject to the above January 31, 1998 restrictions, an employee will also be eligible upon proof of sixty (60) fire service related units and Department Head Approval, having occurred prior to January 31, 1998.

5% maximum: However, in no case shall the total education pay differential for any employee exceed five percent.

14(h) CERTIFICATE BONUS PAY

1. As of January 1, 1999, the City will provide "in-house" continuing education for paramedic certification. So long as the city continues such training, the bonus payment of \$1,000 paid to firefighter paramedics will not be paid. In the event the "in house" training becomes unavailable for any reason, firefighter paramedics will begin to receive the bonus and will be required to obtain training necessary to maintain their certifications off duty as was done prior to this agreement.
2. If during the period a paramedic is in the process of continuing education the in-house program is discontinued for any reason and the paramedic' certification lapses because of the discontinuation of the program, the City agrees to compensate the paramedic for the required coursework and will continue to pay the paramedic at the firefighter paramedic rate of pay while he is completing the certification even though he or she may not be able to perform paramedic duties. This provision does not apply to a firefighter paramedic who fails to obtain his certification.

14(i) BILINGUAL PAY

Members who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis, shall receive an additional seventy-five

(\$75.00) dollars in compensation each month. Prior to receiving such additional compensation, members shall be required to take and pass a bilingual proficiency test as established and agreed to between the City and the Association. The program will become effective upon the adoption of this resolution

15. PROMOTION/LAYOFF PROCEDURE

15(a) FIREFIGHTER/PARAMEDICS PROMOTION

Appointment: All firefighter/paramedic vacancies shall be filled on a promotional basis provided that qualified personnel are available for appointment.

15(b) LAYOFF PROCEDURE

Layoffs shall occur according to Rule 14.3 of the City's Personnel Rules and Regulations.

16. PAYMENT PROCEDURES

16(a) BUY-BACKS AND UNIFORMS

Leave buy-backs and uniform replacement and maintenance allowances shall be paid in July with a single separate City warrant pursuant to Section 17(c). Buy-backs not made in July but during the year, will be included with the employee's regular paycheck.

16(b) BONUS CHECKS

Paramedic and Physical Fitness bonus checks shall be paid in December with a separate City warrant pursuant to Section 17(c).

16(c) DEFINITION OF SEPARATE WARRANT

For purposes of definition under this Article, separate City warrant means a City warrant other than the one used to compensate an employee for hours worked (paycheck).

17. STAFFING

17(a) Each shift shall be staffed with a minimum of six full-time South Pasadena fire department employees. The six (6) employee staffing shall consist of: One (1) Captain, two (2) Engineers, and three (3) Firefighters/paramedics.

18. GENERAL PROVISIONS

18(a) SEVERABILITY PROVISION

Should any provision of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdictions, all other provisions of this MOU shall remain in full force and effect for the duration of this MOU.

18(b) EFFECT

It is understood and agreed that this Agreement shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this Agreement shall become immediately effective. If the City Council fails to approve in full without modification, then this MOU shall become null and void. This MOU constitutes and includes all negotiations, compromises, and representation made by either party; and both parties acknowledge that each has met and conferred in good faith in negotiations to this point.

19. REOPENER

During the term of the MOU, the City shall be authorized to both propose and convene the meet and confer process regarding changes to the City Personnel Rules. However, the parties agree that no Personnel Rule proposals/changes shall modify any provision of the MOU.

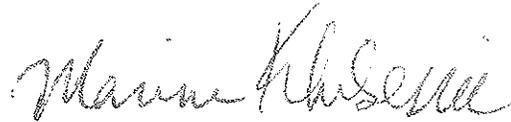
20. RATIFICATION AND IMPLEMENTATION

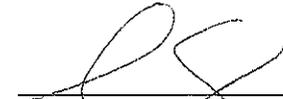
The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this 5th day of November 2014.

**SOUTH PASADENA FIREFIGHTERS
ASSOCIATION**

CITY OF SOUTH PASADENA


Cliff Snider, President 10/1/14
DATE


Marina Khubesrian, M.D., Mayor 10-9-14
DATE


Anthony Pomaz, Treasurer 10/1/14
DATE


Sergio Gonzalez, City Manager 10-9-14
DATE

APPENDIX A

Firefighters' Association Salary Schedule

	A	B	C	D	E	F
Captain	\$ 6,574	\$ 6,903	\$ 7,248	\$ 7,611	\$ 7,991	
Market Adjustment	\$ 64	\$ 67	\$ 71	\$ 74	\$ 78	
<i>Total</i>	<i>\$ 6,638</i>	<i>\$ 6,970</i>	<i>\$ 7,319</i>	<i>\$ 7,685</i>	<i>\$ 8,069</i>	
Firefighter/Paramedic	\$ 5,627	\$ 5,908	\$ 6,204	\$ 6,514	\$ 6,840	
Market Adjustment	\$ 110	\$ 115	\$ 121	\$ 128	\$ 134	
<i>Total</i>	<i>\$ 5,737</i>	<i>\$ 6,023</i>	<i>\$ 6,325</i>	<i>\$ 6,642</i>	<i>\$ 6,974</i>	
Fire Engineer	\$ 5,666	\$ 5,949	\$ 6,247	\$ 6,559	\$ 6,887	\$ 7,231
Market Adjustment	\$ 55	\$ 58	\$ 61	\$ 64	\$ 67	\$ 70
<i>Total</i>	<i>\$ 5,721</i>	<i>\$ 6,007</i>	<i>\$ 6,308</i>	<i>\$ 6,623</i>	<i>\$ 6,954</i>	<i>\$ 7,301</i>
Firefighter	\$ 4,851	\$ 5,094	\$ 5,348	\$ 5,616	\$ 5,897	

Effective the first full pay period beginning after July 1, 2014

APPENDIX A

Firefighters' Association Salary Schedule

	A	B	C	D	E	F
Captain	\$ 6,771	\$ 7,110	\$ 7,465	\$ 7,838	\$ 8,230	
Market Adjustment	\$ 66	\$ 69	\$ 73	\$ 76	\$ 80	
<i>Total</i>	\$ 6,837	\$ 7,179	\$ 7,538	\$ 7,914	\$ 8,310	
Firefighter/Paramedic	\$ 5,852	\$ 6,144	\$ 6,452	\$ 6,774	\$ 7,113	
Market Adjustment	\$ 114	\$ 120	\$ 126	\$ 132	\$ 139	
<i>Total</i>	\$ 5,966	\$ 6,264	\$ 6,578	\$ 6,906	\$ 7,252	
Fire Engineer	\$ 5,835	\$ 6,127	\$ 6,434	\$ 6,755	\$ 7,093	\$ 7,448
Market Adjustment	\$ 57	\$ 60	\$ 63	\$ 66	\$ 69	\$ 73
<i>Total</i>	\$ 5,892	\$ 6,187	\$ 6,497	\$ 6,821	\$ 7,162	\$ 7,521
Firefighter	\$ 4,948	\$ 5,196	\$ 5,455	\$ 5,728	\$ 6,015	

Effective the first full pay period beginning after July 1, 2015

APPENDIX A

Firefighters' Association Salary Schedule

	A	B	C	D	E	F
Captain	\$ 7,042	\$ 7,394	\$ 7,764	\$ 8,152	\$ 8,560	
Firefighter/Paramedic	\$ 6,145	\$ 6,452	\$ 6,775	\$ 7,113	\$ 7,469	
Market Adjustment	\$ 119	\$ 125	\$ 131	\$ 138	\$ 145	
<i>Total</i>	\$ 6,264	\$ 6,577	\$ 6,906	\$ 7,251	\$ 7,614	
Fire Engineer	\$ 6,069	\$ 6,373	\$ 6,691	\$ 7,026	\$ 7,377	\$ 7,746
Market Adjustment	\$ 58	\$ 61	\$ 64	\$ 68	\$ 71	\$ 75
<i>Total</i>	\$ 6,127	\$ 6,434	\$ 6,755	\$ 7,094	\$ 7,448	\$ 7,821
Firefighter	\$ 5,097	\$ 5,351	\$ 5,619	\$ 5,900	\$ 6,195	

Effective the first full pay period beginning after July 1, 2016

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ATTACHMENT 2

Resolution of the City Council of the City of South Pasadena Adopting a Memorandum of Understanding (MOU) Between the City of South Pasadena and the South Pasadena Police Officers' Association (POA)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA POLICE OFFICERS' ASSOCIATION**

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the City of South Pasadena's (City) negotiating team met and conferred with the South Pasadena Police Officers' Association (POA) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the POA have agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

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

SECTION 1. Exhibit A is approved and adopted by the City Council of the City of South Pasadena in substantially the form as presented in this City Council meeting agenda item.

SECTION 2. This resolution supersedes Resolution No. 7338.

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

PASSED, APPROVED AND ADOPTED ON this 5th day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

78 _____
Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

Exhibit A

CITY
of
SOUTH PASADENA

AND

SOUTH PASADENA
POLICE OFFICERS' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

2014-2017

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APPENDIX A: POLICE OFFICERS' ASSOCIATION SALARY SCHEDULES

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1. GENDER REFERENCES

As used in this Memorandum of Understanding (MOU), all references to gender, such as references to "he," "him," or "his," and references to "they," "them," and "theirs," shall apply equally to both sexes.

2. REPRESENTED CLASSIFICATIONS RECOGNIZED

Pursuant to the provisions of the Employee Relations Resolution of the City of South Pasadena, the City recognizes the South Pasadena Police Officers' Association (Association) as the exclusively recognized employee organization on behalf of full-time sworn and non-sworn employees occupying the job classifications of:

- Police Sergeant
- Police Corporal
- Police Officer
- Police Assistant
- Support Services Assistant
- Senior Clerk
- Parking Control Officer
- Police Clerk II
- Police Clerk I

3. ASSOCIATION RIGHTS AND RESPONSIBILITIES

3(a) ASSOCIATION AND EMPLOYEE RIGHTS

The City and Association shall comply with the provisions of the Meyers-Milias-Brown Act (MMBA) governing meet and confer rights of employee organizations. Each party shall retain those rights respectively vested by local, state and federal law.

3(b) DUES AND BENEFITS DEDUCTION

1. The City shall, during the term of this MOU, deduct monies for membership dues and insurance premiums on a monthly basis from sworn employees and non-sworn employees who voluntarily authorize the deduction in writing, on forms approved by the City. The City shall not be obliged to put into effect any new, changed, or discontinued deduction. If changes in deduction cannot be implemented within 30 days, the City shall

notify the Association. The City shall remit the monies from authorized deductions monthly on a check made payable to the association.

2. The Association agrees to hold the City harmless and indemnify the City against any claims, causes of action, or lawsuits arising out of any action that shall be taken by the City for the purpose of complying with this article.

3(c) ASSOCIATION NEGOTIATING COMMITTEE

1. The Association may select three representatives to attend Meet and Confer sessions with management representatives during regular work hours without loss of compensation. When an employee participates in such sessions during off-duty hours, the employee shall be compensated at his/her rate of 1.5 times employee's salary. At no time shall hours spent in Meet and Confer sessions be used in the computation of overtime and the time spent on meet and confer activities shall not be considered "hours worked" for purposes of overtime calculations.
2. The Association shall provide the Chief of Police (hereinafter abbreviated and referred to as "Chief") and the Assistant City Manager a written list of the employees who shall serve as the Association representatives for the purpose of Meet and Confer. Such list shall be provided at least two calendar weeks prior to the first meet and confer session whenever practical.
3. The Association Negotiating Committee (hereinafter referred to as "Committee") shall be permitted on-duty release time, not to exceed one hour per negotiating session, as approved by the Chief, for preparation. Prior to any release time being granted, the Committee shall give the Chief as much advance notice as possible as to the date, time, and duration of the requested release time. Release time for preparation may only be extended beyond limits with the approval of the Chief.
4. Subject to the limitations set forth in this MOU, on-duty members of the Association's Board of Directors shall be granted a release from their assigned duties to attend scheduled meetings of the Association after prior written request and if approved by police management.
5. Subject to the limitations set forth in this MOU, the President of the Association shall be granted a release from on-duty assignment up to 8 hours per calendar month to conduct Association business with the City. If such time is not utilized within a calendar month, it shall not be credited for utilization in succeeding months. The 8 hour per month limitation shall apply to all release time utilized by the Association President for any

purpose, except time off for Meet and Confer sessions and approved preparation time for such sessions.

6. The City shall provide necessary release time to the Association for the purpose of planning approved employee recreational activities provided that such planning could not reasonably be done during off-duty hours. Prior approval of the Chief shall be required. Such time shall not be used when it interferes with the efficient operation of the division, and must be requested as far in advance as possible. It shall be the responsibility of the Association to maintain a complete and accurate record of time utilized hereunder and submit a copy thereof to the Chief on a monthly basis.

3(d) RELEASE TIME FOR GRIEVANCES

1. When an employee is selected to represent a grievant he shall be allowed time off from duty with the approval of the Chief to interview and represent the aggrieved employee during each stage of a grievance proceeding.
2. No more than one employee shall interview and represent an employee on any one grievance. Prior written notification must be given to police management by the designated representative regarding the approximate amount of time required to represent the aggrieved party. The grievance procedure shall be as provided in the City's Employee Relations Resolution.

3(e) ASSOCIATION OFFICE SPACE

1. The City agrees to provide office space, which is available and not needed for City functions and activities, for the exclusive use of the Association. The location and size of such office space shall continue to be designated by the City and may be changed by the City upon prior notification to the Association.
2. The Association therefore agrees that the City maintains the right of access without notice under emergency conditions and has the right to periodically inspect this space for maintenance of condition provided that a 24-hour prior notice is given to a member of the Board of Directors and the Association has the opportunity to have a representative in attendance during inspection.

4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

4(a) MANAGEMENT RIGHTS

In order to ensure that the City shall continue to carry out its public safety functions, programs and responsibilities to the public imposed by law, and to maintain efficient public safety service for the citizens of South Pasadena, the City continues to reserve and retain solely and exclusively, all management rights and responsibilities set forth by law and those City rights set forth in the City's Employee Relations Resolution and including, but not limited to, the following rights:

1. To manage the Police Division (hereinafter called "Division") and determine policies and procedures and the right to manage the affairs of the Division.
2. To take into consideration the existence or nonexistence of facts that are the basis of the management decision in compliance with state law.
3. To determine the necessity, organization, implementation and termination of any service or activity conducted by the City or other government jurisdictions, and to expand or diminish police services.
4. To demote, direct, discharge, discipline, evaluate, hire, promote, recruit, reduce, reprimand, select, supervise, suspend, terminate, transfer, withhold salary increases and benefits for disciplinary reasons, or otherwise discipline employees in accordance with Division and/or City Employee Relations Resolution rules and regulations.
5. To determine the extent, level, manner, means, nature, quality, quantity, standard, time and type of police services to be provided to the public and the right to establish and modify such standards.
6. To require the performance of other public safety services not specifically stated herein in the event of emergency or disaster, as deemed necessary by the City.
7. To lay off employees of the Division because of lack of work or funds or under conditions where continued work would be inefficient or ineffective.
8. To determine and/or change the police equipment, facilities, methods, operations to be performed, organizational structure, and/or technology, and to allocate and assign work by which the City police operations are to be conducted.

9. To determine method of financing.
10. To determine, manage and plan the Division's budget, which includes, but is not limited to, the right to contract or subcontract any work or operations of the Division.
11. To determine the size, composition of the Division's work force, assign work to employees of the Division with requirements determined by the Division, and to establish and require compliance to work hours and changes to work hours, work schedules, including call-back, stand by, and overtime, and assignments, except as otherwise limited by this MOU.
12. To establish and modify goals and objectives related to productivity and performance programs and standards, including but not limited to, quality and quantity, and require compliance therewith.
13. To determine abilities, job classifications, job specifications, knowledge, qualifications, selection procedures and standards, and skills, and to reallocate and reclassify employees in accordance with the City's Employee Relations Resolution rules and regulations.
14. To determine the issues of public policy and the overall goals and objectives of the Division and to take necessary action to achieve the goals and objectives of the Division.
15. To demote, hire, promote, reallocate, reduce in rank, terminate, transfer intra- or inter-division, and take other personnel action for non-disciplinary reasons in accordance with Division and/or City Employee Relations Resolution rules and regulations.
16. To establish, implement, and/or modify rules and regulations, policies, and procedures related to conduct, performance, productivity, safety and order, and to require compliance therewith.
17. To maintain order and efficiency in police facilities and operations.
18. To restrict the activity of an employee organization on City facilities and on City time except as set forth in this MOU.
19. To take any and all necessary steps and actions to carry out the service requirements and mission of the City in emergencies or any other time deemed necessary by the City and not specified above.

4(b) IMPACT ON MANAGEMENT RIGHTS

Where required by state or federal law, the City agrees, prior to implementation, to Meet and Confer with the Association at its request, over the impact of the exercise of a management right upon the wages, hours, terms, and conditions of employment on Association Members.

5. COMPENSATION

5(a) SALARY SCHEDULE ADJUSTMENTS

1. Salaries shall be stated in Appendix A, titled "Police Officers' Association Salary Schedule." The actual Appendix shall reflect the following increases:

Sworn

Effective with the first full pay period after July 1, 2014:

Base Salary: 3% base salary increase

Equity Adjustments: Police Officer: 3%

Corporal: 2%

Sergeant: 3%

Effective with the first full pay period after July 1, 2015:

Base salary: 2% base salary increase

Equity Adjustments: Police Officer: 2%

Corporal: 1%

Sergeant: 2%

Effective with the first full pay period after July 1, 2016:

Base Salary: 2% base salary increase

Equity Adjustments: Police Officer: 3.5%

Corporal: 2.5%

Sergeant: 2.5%

Non-Sworn

Effective with the first full pay period after July 1, 2014: A three percent (3%) base salary increase.

Effective with the first full pay period after July 1, 2015: A two percent (2%) base salary increase.

Effective with the first full pay period after July 1, 2016: A three percent (3%) base salary increase.

5(b) SALARY STEPS

STEP 1: Shall be the entry level step for all employees in all classifications, except that when the education and previous training or experience of a proposed employee are substantially superior to those required of the classification, and justify a beginning salary in excess of such minimum compensation, upon recommendation of the department head, the City Manager may authorize an appointment to this position at any higher step.

STEP 2: An employee shall receive this step after his satisfactory completion of 6 months service in Step 1 in the same classification and with the Chief's recommendation.

STEP 3: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 2 in the same classification, and with the Chief's recommendation.

STEP 4: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 3 in the same classification and with the Chief's recommendation.

STEP 5: An employee shall receive this step after his satisfactory completion of 1 year's service in Step 4 in the same classification and with the Chief's recommendation.

Steps on the salary scale shall be rounded to the nearest whole dollar per month.

5(c) ACTING APPOINTMENTS

Employees temporarily assigned to 5 consecutive shifts shall thereafter be paid acting pay equal to the first step of the applicable range of salary of that acting classification and in no case less than 5% above the applicable base salary of the affected employee until completion of the acting assignment.

5(d) OVERTIME

1. The City shall compensate employees working a schedule of five 8-hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 8 hours per shift and 40 hours per week and for work on holidays (exclusive of holiday pay). The City shall compensate employees working a schedule of four-10 hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 10 hours per shift and 40 hours per week and for work on holidays (exclusive of holiday pay). The City shall compensate employees working a schedule of three 12-hour days at a rate of 1.5 times employee's salary for all hours worked in excess of 12 hours per shift and 160 hours per 28-day work period and for work on holidays (exclusive of holiday pay).

In determining the number of hours worked for overtime eligibility purposes, "hours worked" shall include use of earned and accrued vacation leave, compensatory time off, paid holiday leave, and where a paid holiday was utilized as an actual day off in lieu of working a scheduled shift on the holiday.

2. Subject to the limitations in Section 5(e)3 below, overtime compensation may be made either in the form of cash payment or in compensatory time off (hereinafter termed "CTO") at the option of the employee.
3. All employees shall be permitted to accumulate CTO to a maximum of 80 hours. Once this limit is reached, employees shall be compensated in cash at the rate of 1.5 times their rate of pay for overtime worked. The employee has the option to accumulate CTO when his/her CTO balance is reduced to less than 80 hours. To the extent permitted by law, the City shall retain the option of exercising its discretion to require employees to utilize already accumulated CTO hours.
4. Employees who as of July 1, 2007 have more than 80 hours of CTO accumulated, may still maintain their CTO hours. These employees will not be permitted to accumulate additional CTO until they have brought down their CTO balance below the 80 hours maximum.
5. Special detail work, court time, court travel time to other than Pasadena or Alhambra courts to a maximum of 1 hour per round trip, and time spent in required training shall be considered time worked for the purpose of computing overtime.
6. Employees attending training sessions which will require the employee to work in excess of 40 hours per week, shall receive the excess of the 40 hours in hour-for-hour time off prior to or upon return from said training session.

7. Use of earned and accrued CTO hours shall be subject to prior approval by the supervisor of the employee requesting use of said time off. The determination as to granting or denying use of the CTO shall be based on considerations including but not limited to: impact of the CTO use on overtime expenditures and on operational needs of the Department.

5(e) COURT TIME

Employees who are required to appear in court while off-duty shall be compensated at their applicable rate of pay for a minimum of 3 hours at overtime rate (time and one half). If an officer is required to provide telephone testimony, the City will pay 1 hour at the overtime rate (time and one half).

5(f) COURT TIME AND STAND-BY TIME

1. Employees shall be compensated for court standby time at their applicable rate of pay for 2 hours in the A.M. and 2 hours in the P.M. at overtime rate (time and one half).
2. Employees who are taken off standby by 1300 hours on the day of said standby, shall only be paid for A.M. standby of 2 hours at overtime rate (time and one half).
3. No court standby shall be paid to employees who are normally scheduled to work during such standby time.

5(g) RECALL

1. "Recall" work shall be compensated by payment at the rate of 1.5 times the applicable hourly rate of pay of the affected employee, or, at the determination of the employee, CTO of 1.5 hours per each hour worked as set forth in this article of this MOU.
2. Employees recalled to work shall be granted a minimum of 3 hours of recall overtime.

5(h) MOVIE DETAILS

Employees assigned to movie detail shall be paid \$70.00 per hour. All movie details worked are paid in cash and not eligible for CTO accrual. The method for applying for movie detail assignment shall be governed by Appendix B.

5(i) HOURS OF WORK

1. The shift hours for employees classified as Police Clerk I Clerk II, and Parking Control Officer shall be 8 hours of work, or if working a 4/10 schedule shall be for 10 hours, exclusive of a 30-minute lunch break.
2. The shift hours for employees classified as Police Assistant shall be 12 hours of work, inclusive of a 30-minute compensated lunch break.
3. The shift hours for employees classified as Police Officer, Police Corporal and Police Sergeant shall be 12 hours of work inclusive of a 45-minute compensated lunch break.

During said compensated meal period, affected unit members shall be subject to City-required restrictions upon geographic location for use of the Code 7, style of dress during said Code 7 and availability for service and to perform assigned duties.

4. The shift hours for employees classified as Support Services Assistant, Police Detective, Police Detective Corporal and Police Detective Sergeant, shall be 8, 10 or 12 hours of work, inclusive of the above 45-minute lunch break.
5. The Senior Police Clerk and Support Services Assistant shall also be assigned to a ten (10) hour work day, but inclusive of a thirty (30) minute lunch break.
6. The shift hours for any employee alternatively assigned to a 3/12 shift shall be 12 hours of work, inclusive of a 30-minute lunch break or the above 45 minute lunch break applicable to sworn unit members.

6. RETIREMENT BENEFITS (SUBJECT TO ASSEMBLY BILL 340 LANGUAGE BELOW)

6(a) PAYMENT OF EMPLOYEE CONTRIBUTION

1. Retirement benefits shall be provided by the City through the California Public Employees Retirement System (P.E.R.S.). Effective July 1, 1989, all eligible safety employees who are considered "classic" members (i.e., not "new" members) under the California Public Employees' Pension Reform Act of 2013 ("PEPRA") will receive the P.E.R.S. 2%@50 ("CHP" retirement) and non-safety classic employees shall receive the 2% at 55 retirement formula.
2. Effective the first payroll period commencing on or after both July 1, 2013 and adoption by the City Council of any necessary CalPERS resolutions, classic safety and classic miscellaneous members shall pay 100% of the statutorily required employee contribution.
3. PEPRA shall in its entirety be given full force and effect. Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of any MOU, Agreement, Rule or Regulation.

"New members" as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code Section 7522.30)

Safety members who are "new members" as defined by PEPRA on and after January 1, 2013, shall be enrolled in the PEPRA required SAFETY OPTION PLAN TWO (2.7% at 57) (Government Code Section 7522.25(e)) and miscellaneous "new members" on and after January 1, 2013 shall be enrolled in PEPERA provided for 2.0 @ 62 retirement formula (Government Code Section 7522.20.)

All "new members" shall have their final compensation determined by reference to the highest average annual pensionable compensation earned by the member during a period of 36 consecutive months immediately preceding retirement or other 36 consecutive month period as allowed by Government Code § 7522.32(a).

6(b) OPTIONAL TRANSFER TO SALARY

The City has adopted a resolution implementing IRS Section 414(h)(2). This article shall be operative as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

7. INSURANCE BENEFITS

7(a) INSURANCE BENEFITS ADMINISTRATIVE PROVISION

1. The City reserves the right to administer, change, fund or select any insurance benefit program involving insurance that now exists or may exist in the future.
2. In the administration of insurance benefit programs, the City shall have the right to select any carrier, self-insure, or other method of providing coverage for the benefits provided, as long as the benefits of the plan are substantially the same or equal.
3. The City shall Meet & Confer with the Association prior to any change of insurance carrier or method of funding coverage for any insurance benefits so listed in this Article, which will affect the level of benefits provided, or employee's contribution to premiums.
4. The City shall not pay for any costs of any insurance benefits provided in this MOU for any person who is absent on leave without pay for more than 50% of the workdays of a calendar month. The employee shall be notified and billed for the monthly premium by the City.
5. Where optional choice of insurance plans and/or insurance carrier is available to employee, change in insurance plans and/or insurance carriers may only be made during open enrollment periods established by the City. New hires shall be allowed to enroll at the time of their hiring.

7(b) MEDICAL INSURANCE

Effective concurrent with City Council resolution of the 2012-2013 impasse, the employer contribution to premiums of available health benefit plans shall be in the minimum amount mandated by Government Code section 22892 as it may from time to time provide. The difference between said amount as it from time to time exists and the present City-funded contribution of \$625.00 a month, shall be provided to unit members by means of a medical premium contribution plan. It is

the intent of the City that the medical premium contribution plan monies shall only be used to fund medical premiums and shall only be distributed in cash pursuant to the limited provisions of 7(g) below, the CASH IN LIEU OF PARTICIPATION IN MEDICAL INSURANCE PLAN(S).

7(c) DENTAL INSURANCE

1. Subject to a limitation of \$75.00 per month, the City shall contribute 100% of the monthly dental insurance premiums for all employees with Delta Dental service-12.
2. The City shall provide a City paid dependent dental coverage in a basic comprehensive plan, with more expensive plans available at added cost to the employee. The cost of the City paid plan shall not exceed \$75.00 per month for employee plus one or more dependents.
3. The City agrees to work with the Association in the investigation of other potential dental insurance carriers as long as the cost of a new carrier does not exceed the current \$75.00 per month cost.
4. The above dental insurance premium shall be paid by adding \$75.00 to the above medical premium contribution plan.

7(d) ACCIDENTAL DEATH AND INJURY POLICY

1. The City shall provide an Accidental Death and Injury Policy in the amount of \$50,000 for employees. Premiums shall be paid by the City.
2. Employees who elect coverage for their dependents shall pay for the additional cost for such coverage.

7(e) LIFE INSURANCE

The City shall supply a \$50,000 life insurance policy for all employees. Additional coverage shall be made available from the City at the employee's expense.

7(f) VISION CARE

The City shall contribute up to \$20.00 of the monthly premiums to a vision care plan that covers both employees and dependents. Said amount shall be paid by adding \$20.00 monthly to the above medical contribution plan.

7(g) CASH IN LIEU OF PARTICIPATION IN MEDICAL INSURANCE PLAN(S)

Employee may choose to opt out of the MEDICAL INSURANCE coverage as provided by the City. If the employee chooses to opt out of the coverage, the employee shall be eligible to receive a monthly allowance of \$300. Cancellation of the coverage becomes effective on the first day of any month after a 45-day written notice is received. Proof of the employee's medical coverage from another source must accompany the request of cancellation of coverage.

7(h) RETIRED EMPLOYEE'S MEDICAL COVERAGE

Present employees who became/become retirees prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only. Payment will be based on the actual employee only premium for insurance programs offered through PERS prior to being Medicare eligible and when eligible for PERS and based upon PERS supplemental plans that mandate enrollment upon becoming Medicare eligible.

As regards unit employees hired on or after the date of City Council resolution of the 2012-2013 impasse, the City contribution to an individual employee's health benefit plan on retirement shall be as prescribed in Government Code Section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward. As regard all unit employees employed by the City prior to City Council resolution of the 2012-2013 impasse, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree's health benefit plan shall be in the amount of \$625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage.

7(i) IRS 125 PLAN

Effective the first payroll period commencing on or after July 1, 2009, the City shall implement an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

8. RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees represented by the Association:

- A. January 1 (New Year's Day)
- B. 3rd Monday of February (Washington's Birthday)
- C. Last Monday of May (Memorial Day)
- D. July 4th (Independence Day)

- E. 1st Monday of September (Labor Day)
- F. 2nd Monday of October (Columbus Day)
- G. Veterans' Day or November 11th
- H. 4th Thursday of November (Thanksgiving Day)
- I. Friday following Thanksgiving Day
- J. December 25th (Christmas Day)
- K. Three "Floating Holidays" (See addition of 4th holiday in Section 9(a)(4).)

Recognized and floating City holidays shall be earned in the number of hours represented by each affected employee's regularly scheduled shift hours.

9. FLOATING HOLIDAYS

9(a) ACCRUAL RATES

- 1. Employees will be eligible for floating holidays after 6 months of service, and in accordance with the schedule set forth in Section 9(a)(2).
- 2. Floating holidays are earned as follows: Three between July 1st and December 31st; One between January 1st and June 30th.
- 3. For the purposes of employees working a 3/12 shift, each floating holiday is the equivalent of 12 hours.

9(b) MAXIMUM ACCUMULATIONS

Floating holidays are not cumulative, thus employees will be notified at least 30 days prior to any loss of a floating holiday(s).

9(c) USE OF FLOATING HOLIDAYS

- 1. Floating holidays must be taken within the fiscal year in which they are accrued.
- 2. Employees may select the days off they wish, upon approval of police management.

10. VACATION

10(a) ACCRUAL RATES

Each full-time employee as defined in this article shall earn vacation time yearly upon the completion of the required years of service as follows:

- A. 88 hours vacation after 1 year's service.
- B. 96 hours vacation after 2 years' service.
- C. 104 hours vacation after 3 years' service.
- D. 112 hours vacation after 4 years' service.
- E. 120 hours vacation after 5 years' service.
- F. 128 hours vacation after 6-10 years' service.
- G. 136 hours vacation after 11-15 years' service.
- H. 152 hours vacation after 16-20 years' service.
- I. 160 hours vacation after 21-24 years' service.
- J. 200 hours vacation after 25 years' of service.
- K. 208 hours vacation after 26 years' of service.
- L. 216 hours vacation after 27 years' of service.
- M. 224 hours vacation after 28 years' of service.
- N. 232 hours vacation after 29 years' of service.
- O. 240 hours vacation after 30 or more years' of service.

Vacation time shall be earned on a bi-weekly basis, and employees shall not be eligible to use vacation leave until completion of 6 months' service.

10(b) MAXIMUM ACCUMULATION AND VACATION BUYBACK

- 1. Employees shall not accumulate more than 2 years' worth of vacation.
- 2. Concurrent with exercise by an affected employee of the sick leave incentive cash out provided for in Section 11(c) below, the affected employee has the option of electing to convert eight (8) hours of vacation time to cash at the employee's then existing unadjusted base hourly rate. The exercise of this option shall result in the deduction of eight (8) hours of vacation time from the employee's vacation accumulation.

10(c) USE OF VACATION

Vacation may be taken in segments with the approval of police management.

11. SICK LEAVE

11(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 3.69 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay.
3. For the purposes of employees working a 3/12 shift, one sick leave day is equivalent to one 12-hour shift.

11(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

11(c) SICK LEAVE INCENTIVE

1. At the end of each fiscal year, employees who have accumulated 156 hours of sick leave may convert accumulated sick leave to cash at the rate of 100 hundred percent (100%) as follows:

No sick leave usage during the fiscal year..... 60 hours of buy-back, or

No sick leave usage from July 1 to December 31, or
from January 1 to June 30..... 24 hours of buy-back, or

Up to 3 days sick leave usage during the fiscal year ...12 hours of buy-back

For employees hired on or after July 1, 2000:

No sick leave usage during
the first year of employment.....24 hours of buy-back

Up to 1-day sick leave usage during
the second year of employment12 hours of buy-back

After the second year of employment, employee is eligible for the regular buy-back incentive.

2. Please note that all buy-backs shall be implemented one time each fiscal year and paid by a separate payroll check between the first and second regular payrolls that end in July. The individual seeking a buy-back shall be employed as of June 30 of any year where a buy back is applicable. Employee's sick leave accumulation balance will be decreased by the corresponding number of hours the employee has received in cash buy-back.
3. In determining eligibility to participate in the sick leave incentive program, leave time authorized by and used pursuant to the Federal Family and Medical Leave Act of 1993 and the California Family Rights Act of 1993 (FMLA and CFRA) shall not be considered "sick leave usage" for determining eligibility to participate in the sick leave incentive program.

11(d) CONVERSION TO CALPERS SERVICE CREDITS

To the extent authorized by PEPRA and the Public Employees' Retirement Law, upon service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave, for which an employee receives cash, cannot be converted to CalPERS service credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

11(e) USE OF SICK LEAVE

The number of sick leave hours that may be utilized for a missed day(s) of work shall be equivalent to the number of regularly scheduled hours for that missed day(s) of work.

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize however, that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave. Accumulated sick leave may be used for the following:

- (1) **Employee's own illnesses** that may cause the employee to miss work or attend a medical appointment. The City shall have the option to require a doctor's certification of the adequacy of the employee's absence during the time for which sick leave was requested.
- (2) **Employee's family member's illness**
Assembly Bill (AB) 109 allows employees in any calendar year, to use their accrued and available sick leave in an amount up to one half of what

an employee accrues annually to attend to the illness of a spouse, parent, or child.

- * Employees who have just been hired are not eligible to use their accumulated sick leave until they have completed six (6) months of service with the City.

12. BEREAVEMENT LEAVE

12(a) ACCRUAL RATES

Employees shall receive three (3) shifts of paid Bereavement Leave each fiscal year after being employed by the City for six (6) consecutive months.

12(b) USE OF BEREAVEMENT LEAVE

Bereavement Leave shall be used in increments of at least one shift and may be used for the following:

1) Death of a family member

Employees may use Bereavement Leave for the death of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, parents, child, stepchild, grandparents, grandchildren, brother(s) and/or sister(s). Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

The City shall have the option to require reasonable certification of the adequacy of the employee's absence during the time for which Bereavement Leave was requested.

13. UNIFORMS AND SAFETY EQUIPMENT

13(a) UNIFORMS CLEANING AND REPLACEMENT ALLOWANCE

1. Employees shall receive a uniform cleaning allowance of \$400.00 per year, payable on July 1st of each year.

2. In addition to the allowance above, sworn employees shall receive from the City \$600.00 per year for the purchase of uniforms and equipment. Non-sworn employees shall receive from the City \$500.00 per year for the purchase of uniforms and equipment.

13(b) NEW HIRES

1. The City shall provide new Police Officer Hires the needed uniform and equipment. The following items shall be provided:

UNIFORM

- A. Two (2) short sleeve shirts
- B. One (1) long sleeve shirt
- C. Two (2) pairs of pants
- D. One (1) cap
- E. One (1) nylon jacket
- F. One (1) trouser belt
- G. One (1) pair duty shoes or boots (Limit \$50.00 max. unless approved by the Department.)
- H. One (1) tie with tie bar
- I. Four (4) keeper straps

SAFETY EQUIPMENT

- A. Service Weapon
The duty weapon issued to police officers by the City shall become the property of the officer after the officer has served 10 consecutive years with the Division. If the officer resigned or retires in good standing with the Division, the officer may keep possession of the weapon.
- B. Holster
- C. Sam Brown belt
- D. Handcuffs and case
- E. Impact Weapon
- F. Key ring with appropriate station and City keys
- G. Approved duty ammunition and carrier
- H. Fingerprint kit with all necessary items
- I. Rain Outerwear
- J. Flashlight (Streamlight SL20 or equivalent)
- K. Threat Level III Ballistic Vest (or lower at employee's option).
- L. And any other equipment as deemed appropriate by the Department.

2. Uniform and equipment items shall meet the specifications set forth in the South Pasadena Police Manual.
3. Such safety equipment shall remain the property of the City and shall be repaired or replaced by the City when defective.
4. Issued safety equipment shall be returned to the City upon termination of employment, with the exception of the Service Revolver as noted above.

14. OTHER BENEFITS

14(a) LONGEVITY PAY

1. The City shall increase the base salary of each employee by 2% for each 5 years of service to the City by such employee. As of January 1, 1996, the existing Longevity Pay Plan will be terminated for all members hired after January 1, 1996. Members on the City payroll on or before December 31, 1995, will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provisions set forth in 15.1.1. Once a member has earned the additional 4%, the Longevity Pay Program shall be permanently frozen.
2. Per City Council Res. No. 6371 dated January 17, 1996 - 15.1.2 is deleted. Effective upon the approval of amendments by the City Council, the accrual of additional time toward the earning of longevity credit will be frozen until June 30, 1995. Members currently earning longevity shall continue to receive longevity at their current level but shall not accrue additional time toward for longevity advancement. Members not currently receiving longevity shall not accrue time toward longevity nor shall they be eligible to be considered for longevity during the freeze period.

14(b) SHIFT DIFFERENTIAL

Employees assigned to work the night shift (currently termed 1800 hours to 0600 hours) shall receive a shift differential pay increase of 3% over their base pay during the term of such assignment.

14(c) BILINGUAL PAY

Employees who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis, shall receive an additional seventy-five (\$75.00) dollars in compensation each month. Prior to receiving such additional

compensation, employees will be required to pass a bilingual proficiency test as established and agreed to between the City and the Association.

14(d) TUITION REIMBURSEMENT

There shall be no tuition reimbursement.

14(e) EDUCATIONAL INCENTIVE

Educational incentive pay shall be granted employees as follows:

1. 2.5% of the employee's applicable base salary shall be paid the employee above applicable base salary upon the completion of Intermediate P.O.S.T. Certificate, or;
2. 5% of the employee's applicable base salary shall be paid the employee above the applicable base salary upon the completion of Advanced P.O.S.T. Certificate.
3. The above rates shall not be compounded.
4. Personnel shall be compensated for their Intermediate and Advanced (P.O.S.T.) Certificate based on the submission date of the request and the date of eligibility. All personnel will be given a copy of their P.O.S.T. profile which will show their most current training points on file with P.O.S.T. after January 1st of each calendar year.
5. Employees that have received education incentive pay pursuant to previous agreements for job related coursework, associate and bachelor of arts degrees shall continue to receive this pay. Employees that did not qualify for such pay prior to February 3, 1999 shall not be entitled to this pay.

14(f) TRAINING INCENTIVE

1. Police Officers assigned to train a full-time police trainee shall receive an additional five (5) percent in compensation while so assigned. Further, in accordance with this Terms and Conditions document that the assigned Field Training Officer must possess a P.O.S.T. FTO Certificate.
2. Police Assistants assigned to train a new full-time Police Assistants shall receive an additional five (5) percent in compensation while so assigned.

15. SPECIALTY ASSIGNMENTS

All assignments to specialty positions shall be preceded by the assignee acknowledging in writing that the assignment is temporary and at the will of the Chief and that upon inevitable rotation out of the assignment, the employee shall forfeit any right to administratively or civilly contest the Chief's exercise of discretion. Specialty assignments shall consist of: support services sergeant, professional services sergeant, detectives, crime analyst, school resource officer, professional standards, canine, training, and motorcycle.

Specialty assignments shall be of a limited duration, and an employee in such an assignment has no right to remain in that position. All specialty assignments shall be for a period of four (4) years, unless an employee voluntarily relinquishes the assignment, or the Chief determines it is in the best interest of the Department for the employee to be reassigned.

Within the final six (6) months of the four (4) year specialty assignment, the employee may request in writing, through channels to the Chief, for an extension of his/her specialty assignment. Request to extend a specialty assignment shall be for a term of one year and there shall be no limit on the number of extensions the employee may request. The decision to extend the specialty assignment lies solely with the Chief. A denial of a request to remain in a specialized assignment is not punitive and shall not be subject to appeal.

The following positions are specialty assignments:

- Support Services Sergeant
- Office of Professional Standards Sergeant
- Detective Personnel, including the Detective Sergeant, Crime Analyst/Crime Prevention Officer, and School Resource Officer
- Motorcycle Officer
- K9 Officer

15(a) DETECTIVE INCENTIVE

The City shall increase the pay of each employee assigned to the Detective Bureau by 5% of their base pay for the duration of their assignment.

15(b) MOTORCYCLE DUTY INCENTIVE

The City shall increase the pay of each employee assigned to motorcycle duty by 5% of their base pay for the duration of their assignment. In addition, the City shall provide boots, glasses, gloves, a helmet, a jump suit, and two pairs of motor breeches (pants) as safety equipment. Employee(s) assigned to motorcycle duty are required to maintain the motorcycle in clean condition, keep the motorcycle in a covered facility, and otherwise maintain and reasonably safeguard the

motorcycle. The officer assigned to motorcycle duty has "take home" privileges, so long as the motorcycle is not taken beyond a forty (40) mile radius from City Hall. The employee must have a motorcycle endorsement on his/her driver's license.

15(c) K9 INCENTIVE

The City shall increase the pay of each employee assigned to K9 duty by 5% of their base pay for the duration of their assignment. In addition, the City shall provide a jump suit and a police vehicle specially outfitted for a K9 assignment. An employee assigned to K9 duty shall have "take home" privileges with the vehicle.

16. GENERAL PROVISIONS

16(a) PROVISIONS OF MOU

It is understood and agreed that there exists within the City, in written form, rules and regulations, including what are specifically described as City Personnel Rules and Regulations, Parts I and II. Except as specifically modified by the 2014-2017 MOU, these rules and regulations and any subsequent amendments thereto, shall be in full force and effect. Before any new or subsequent amendments to these rules and regulations, which substantially affect wages, hours, and terms and conditions of employment are implemented, the City shall Meet and Confer with the Association regarding these changes. Nothing provided herein shall prevent the City from implementing such rules and regulations provided it has met and conferred with the Association as required.

16(b) SEVERABILITY PROVISION

Should any part of this MOU be found to be inoperative, void, or invalid by a court of competent jurisdiction, the remainder shall remain in full force and effect for the duration of this MOU.

16(c) RENEGOTIATION

When the Association or the City desires to Meet and Confer in good faith on the provisions of a Successor to this MOU, it shall serve upon the other party not later than March 1st its written proposal for such Successor Agreements including salary and benefits proposals. Upon receipt of such written notice and proposals, Meet and Confer shall begin no later than April 1st.

17. ADDITIONAL PROVISIONS

17(a) PROBATIONARY PERIOD FOR NEW HIRES

Probationary Periods for New Hires: The Association agrees that the probationary period for new hires shall be 18 months, extendable by the Chief for six months upon good cause and written notice in advance of the expiration of the 18 month period to the employee. Probationary period for promotions shall be 12 months, extendable by the Chief for six months upon good cause and written notice in advance of the expiration of the 12 month period to the employee.

17(b) REOPENER

A. SALARY

This MOU shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2014-2015, 2015-2016 or 2016-2017 fiscal years:

1. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction) or,
2. A determination by the City Council to implement this Section 1. shall not be subject to administrative challenge.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2014-2017 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

B. PERSONNEL RULES

During the term of this MOU, the City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

18. RATIFICATION AND IMPLEMENTATION

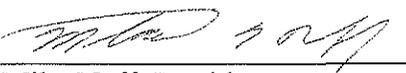
The City and the POA acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this _____ day of _____, 2014.



Sergio Gonzalez, City Manager
City of South Pasadena

10-29-14

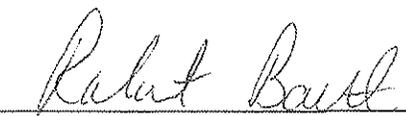
Date



Mike Neff, President
South Pasadena Police Officers' Association

10/27/14

Date



Robert Bartl, Vice President
South Pasadena Police Officers' Association

OCT. 27, 2014

Date

APPENDIX A

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Police Sergeant	\$ 6,324	\$ 6,640	\$ 6,972	\$ 7,321	\$ 7,687
Market Adjustment	\$ 184	\$ 193	\$ 203	\$ 213	\$ 223
<i>Total</i>	\$ 6,508	\$ 6,833	\$ 7,175	\$ 7,534	\$ 7,910
Corporal	\$ 5,397	\$ 5,667	\$ 5,950	\$ 6,248	\$ 6,560
Market Adjustment	\$ 104	\$ 110	\$ 115	\$ 121	\$ 127
<i>Total</i>	\$ 5,501	\$ 5,777	\$ 6,065	\$ 6,369	\$ 6,687
Police Officer	\$ 5,068	\$ 5,321	\$ 5,587	\$ 5,866	\$ 6,160
Market Adjustment	\$ 147	\$ 154	\$ 162	\$ 170	\$ 179
<i>Total</i>	\$ 5,215	\$ 5,475	\$ 5,749	\$ 6,036	\$ 6,339
Senior Clerk	\$ 3,751	\$ 3,938	\$ 4,135	\$ 4,342	\$ 4,559
Police Assistant	\$ 3,720	\$ 3,906	\$ 4,101	\$ 4,306	\$ 4,522
Support Services Assistant	\$ 3,720	\$ 3,906	\$ 4,101	\$ 4,306	\$ 4,522
Police Clerk II	\$ 3,126	\$ 3,282	\$ 3,446	\$ 3,618	\$ 3,799
Parking Control Officer	\$ 3,126	\$ 3,282	\$ 3,446	\$ 3,618	\$ 3,799
Police Clerk I	\$ 2,789	\$ 2,928	\$ 3,074	\$ 3,228	\$ 3,390

Effective the first full pay period beginning after July 1, 2014

APPENDIX A

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Police Sergeant	\$ 6,638	\$ 6,970	\$ 7,319	\$ 7,684	\$ 8,069
Market Adjustment	\$ 130	\$ 136	\$ 143	\$ 150	\$ 158
<i>Total</i>	\$ 6,768	\$ 7,106	\$ 7,462	\$ 7,834	\$ 8,227
Corporal	\$ 5,611	\$ 5,892	\$ 6,186	\$ 6,495	\$ 6,820
Market Adjustment	\$ 55	\$ 57	\$ 60	\$ 63	\$ 66
<i>Total</i>	\$ 5,666	\$ 5,949	\$ 6,246	\$ 6,558	\$ 6,886
Police Officer	\$ 5,319	\$ 5,585	\$ 5,864	\$ 6,157	\$ 6,465
Market Adjustment	\$ 104	\$ 109	\$ 114	\$ 120	\$ 126
<i>Total</i>	\$ 5,423	\$ 5,694	\$ 5,978	\$ 6,277	\$ 6,591
Senior Clerk	\$ 3,826	\$ 4,017	\$ 4,218	\$ 4,429	\$ 4,650
Police Assistant	\$ 3,794	\$ 3,984	\$ 4,183	\$ 4,393	\$ 4,612
Support Services Assistant	\$ 3,794	\$ 3,984	\$ 4,183	\$ 4,393	\$ 4,612
Police Clerk II	\$ 3,188	\$ 3,348	\$ 3,515	\$ 3,691	\$ 3,875
Parking Control Officer	\$ 3,188	\$ 3,348	\$ 3,515	\$ 3,691	\$ 3,875
Police Clerk I	\$ 2,844	\$ 2,987	\$ 3,136	\$ 3,293	\$ 3,457

Effective the first full pay period beginning after July 1, 2015

APPENDIX A

Police Officers' Association Monthly Salary Schedule

	A	B	C	D	E
Police Sergeant	\$ 6,903	\$ 7,249	\$ 7,611	\$ 7,992	\$ 8,391
Market Adjustment	\$ 169	\$ 177	\$ 186	\$ 195	\$ 205
<i>Total</i>	<i>\$ 7,072</i>	<i>\$ 7,426</i>	<i>\$ 7,797</i>	<i>\$ 8,187</i>	<i>\$ 8,596</i>
Corporal	\$ 5,779	\$ 6,068	\$ 6,372	\$ 6,690	\$ 7,025
Market Adjustment	\$ 141	\$ 148	\$ 156	\$ 163	\$ 172
<i>Total</i>	<i>\$ 5,920</i>	<i>\$ 6,216</i>	<i>\$ 6,528</i>	<i>\$ 6,853</i>	<i>\$ 7,197</i>
Police Officer	\$ 5,531	\$ 5,808	\$ 6,098	\$ 6,403	\$ 6,723
Market Adjustment	\$ 189	\$ 199	\$ 209	\$ 219	\$ 230
<i>Total</i>	<i>\$ 5,720</i>	<i>\$ 6,007</i>	<i>\$ 6,307</i>	<i>\$ 6,622</i>	<i>\$ 6,953</i>
Senior Clerk	\$ 3,941	\$ 4,138	\$ 4,345	\$ 4,562	\$ 4,790
Police Assistant	\$ 3,908	\$ 4,104	\$ 4,309	\$ 4,524	\$ 4,751
Support Services Assistant	\$ 3,908	\$ 4,104	\$ 4,309	\$ 4,524	\$ 4,751
Police Clerk II	\$ 3,284	\$ 3,448	\$ 3,620	\$ 3,801	\$ 3,992
Parking Control Officer	\$ 3,284	\$ 3,448	\$ 3,620	\$ 3,801	\$ 3,992
Police Clerk I	\$ 2,930	\$ 3,076	\$ 3,230	\$ 3,391	\$ 3,561

Effective the first full pay period beginning after July 1, 2016

APPENDIX B

Procedure for Movie Detail Assignments

- A. **Eligibility:** A movie detail binder containing officer's eligibility will be maintained in the Watch Commander's office. If an officer declines a detail his/her eligibility will stay the same. New officers or officers that placed themselves inactive wishing to enter the eligibility list will start from bottom of the eligibility list.
- B. **Order of Eligibility:**
1. Full-time Sergeants, Corporals, and officers will have first priority for details.
 2. Full-time Captains and Lieutenants (Management) would have second eligibility.
 3. Reserve officers who have complied with their monthly patrol requirement would have third eligibility.

Assignment list: Shall be the list the watch commander consults in order to make assignments of personnel to any given detail. The assignment list shall:

1. Consist of all sworn department personnel below the rank of Captain regardless of assignment. If no full-time sworn employees are available, Captains, Lieutenants, and Reserve personnel may be assigned.
2. Personnel can be added or removed from the list:
 - At the employee's written request.
3. For purposes of assignment, all personnel shall be treated equally regardless of rank.
4. The assignment list shall run continuously from the date this procedure goes into effect.

1. **Eligibility for assignment:**

Means that the officer is available to accept the movie detail. An officer is not eligible if:

1. The officer has a "be in court" subpoena for the day of the detail.
2. The officer has an "on-call" subpoena for the day of the detail, and was unable to arrange for coverage (movie detail) in the event they are called to court.

3. Working the detail would cause the officer to work and excess of 18 hours in any 24-hour period (This includes prior on duty time).
4. The officer is on a schedule workday and taking time off would result in a staffing shortage pursuant to current staffing policy.
2. **Filming request:** All requests to conduct filming with South Pasadena shall be received and processed by the Finance Department in accordance with the City's Film Policy.
3. **Notification:** The film coordinator shall notify the on-duty watch commander of the movie detail including all relevant information relating to the detail (i.e. location, size of film crew, complexity, safety issues, etc.).
4. **Assignments:** The on-duty watch commander shall:
 1. Make a determination in conjunction with the City's film coordinator as to the number of officer(s) and resources required.
 2. Make the appropriate notification and assignment of personnel following the procedure outlined in this order.
 3. All movie detail information shall be entered into the "Event tracker" module of the records management system.
 4. If available, and with the approval of the on-duty watch commander; officers may take a police vehicle to the movie detail.
5. **Selection of personnel:**

The selection of personnel for the detail shall be conducted in the following manner:

1. The on-duty watch commander shall consult the "Movie Detail Assignment List" to determine the next eligible officer(s). The watch commander shall then notify via Nixle alert system as soon as possible.
2. The on-duty watch commander shall contact each eligible officer according to contact information stored in the Department's movie binder. It is the individual officer's responsibility to ensure their most current contact information is being stored in Nixle alerts.
3. If the officer accepts the assignment, an appropriate notation shall be made on the list and updated.

4. If the officer declines the detail or fails to respond during the allotted time frame, the officer's name shall remain in place and eligible for the next assignment.
5. No swapping of details is allowed. In the event that an assigned officer is unable to fulfill his/her detail, he/ she shall immediately notify the on-duty watch commander who will then assign a replacement in accordance with the selection of personnel.
6. No bumping of officers is allowed. Once a detail is assigned, the assigned officer's assignment shall not be rescinded except for cause.
7. No officer shall work any movie detail in excess of 18 hours. No officer shall work any combination of regular assigned shift, court, or movie detail hours in excess of 18 total hours.
8. Watch Commander's shall note the names/times of officers that were called on movie permit copy that are kept in the "movie detail" binder.
9. Once an Nixle alert has been sent, officers time-line to accept a detail are as follows:

12 hours or less:	4 hours
13-24 hours:	6 hours
25-48 hours	12 hours
Over 48 hours	18 hours

ATTACHMENT 3

Resolution of the City Council of the City of South Pasadena Adopting a Memorandum of Understanding (MOU) Between the City of South Pasadena and the South Pasadena Public Service Employees' Association (PSEA) Full Time Unit

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION FULL TIME UNIT**

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milias-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the City of South Pasadena negotiating team periodically met and conferred with the South Pasadena Public Service Employees' Association Full Time (PSEA FT) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the PSEA FT has agreed to the terms included in the attached Memorandum of Understanding attached hereto as "Exhibit A."

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

SECTION 1: Exhibit A is approved and adopted by the City Council of the City of South Pasadena in substantially the form as presented in this Council meeting agenda item.

SECTION 2. This resolution supersedes Resolution Nos. 7264, 7311, and 7372.

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

PASSED, APPROVED AND ADOPTED ON this 5th day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

118 _____
Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

Exhibit A

CITY
of
SOUTH PASADENA

PUBLIC SERVICE EMPLOYEES' ASSOCIATION

MEMORANDUM OF UNDERSTANDING

2014-2017

EFFECTIVE JULY 1, 2014 - JUNE 30, 2017

**CITY OF SOUTH PASADENA
PUBLIC SERVICE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2014-2017**

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Appendix A: Public Service Employees' Association Salary Schedule

1. RECOGNIZED REPRESENTATIVES, PARTIES, TERMS AND REOPENERS

1(a) RECOGNIZED REPRESENTATIVES

The City recognizes the SOUTH PASADENA PUBLIC SERVICE EMPLOYEES' ASSOCIATION as the exclusive representative for all employees identified in Section 2, "Represented Classifications"

1(b) PARTIES

This Memorandum of Understanding hereinafter referred to as the "MOU" is made and entered into by and between the City of South Pasadena, a Municipal Corporation hereinafter referred to as the "City", and the South Pasadena Public Service Employees' Association pursuant to Government Code section 3500 et. seq.

1(c) TERM OF AGREEMENT

This Memorandum of Understanding shall be in effect on July 1, 2014 and shall continue in full force until June 30, 2017.

1(d) REOPENERS

This MOU shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2014-2015, 2015-2016 or 2016-2017 fiscal years:

- a. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction) or,
- b. A determination by the City Council to implement this Section a. shall not be subject to administrative challenge.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2014-2017 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

PERSONNEL RULE REOPENER: During the term of this MOU, the City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

2. REPRESENTED CLASSIFICATIONS

The City hereby confirms the South Pasadena Public Service Employees Association as the representative of the employees in the classification listed below:

Account Clerk	Management Analyst
Accounting Technician	Management Assistant
Administrative Secretary	Parks Supervisor
Assistant Planner	Payroll Coordinator
Associate Planner	Program Specialist
Associate Civil Engineer	Public Works Assistant
Building Maintenance Worker	Public Works Inspector
Civil Engineering Assistant	Senior Account Clerk
Community Improvement Coordinator	Senior Electrician
Community Services Coordinator	Senior Librarian
Deputy City Clerk	Senior Maintenance Worker
Electrician	Senior Management Analyst
Facilities Supervisor	Senior Planner
Film Liaison	Senior Water Utility Worker
Grants Analyst	Senior Water Production/Treatment Operator
Human Resources Technician	Street Supervisor
Library Technical Assistant	Transportation Driver
Librarian	Water Conservation Analyst
Library Clerk I	*Water Operations Supervisor
Library Clerk II	Water Production/Treatment Operator
Maintenance Worker I	Water Utility Worker I
Maintenance Worker II	Water Utility Worker II
Management Aide	

*The City and PSEA agree that the duties currently performed by the Water Operations Supervisor shall be transferred out of the bargaining unit to the new classification of Water Operations Manager, an at-will, FLSA exempt non bargaining unit position. Water Operations Supervisor shall be a non-budgeted classification for the foreseeable future. In the event it is budgeted, it will remain a PSEA represented classification.

3. GENERAL PROVISIONS

3(a) SEVERABILITY

If any Article or Section of this MOU, or any Addendum thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this MOU shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

3(b) EFFECT

It is understood and agreed that this MOU shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part. If the City Council approves in full, then this MOU shall become immediately effective. If the City Council fails to approve in full without modification, then this MOU shall become null and void. This MOU constitutes and includes all negotiations, compromises and representations made by either party; and both parties acknowledge that each has met and conferred in good faith herein.

4. ASSOCIATION RIGHTS

4(a) MONTHLY CHANGE OF STATUS RECORD

The City shall provide the Association with a monthly change of status record of those Association members who are terminated, on leave of absence, or temporarily disabled.

4(b) STEWARDS TRAINING

The City shall provide up to a combined total of forty (40) hours for all stewards, subject to supervisory approval, of City time per year for Association Stewards to attend Association sponsored steward Training Programs.

4(c) INFORMATION

The City shall provide each new employee eligible for Association representation with a membership statement, provided by the Association, and notify the Association President that such person has been hired and provide the Association President with the employee name, classification and department.

4(d) STEWARDS PROGRAM

1. List of Stewards - It is agreed by the parties to this Memorandum of Understanding that the recognized employee organization may select one Steward per work site or appoint the members of the Board of Directors as the Stewards for this unit. The recognized employee organization shall give the City's Human Resources Manager a written list of employees who have been selected as Stewards. This list shall be kept current by the recognized employee organization.
2. Stewards may spend a reasonable amount of time needed to expeditiously conduct the following activities: discuss matters with grievant, record information, advise or recommend action, assist in completion of documents necessary to formal grievance processing, investigate allegations which may form the basis for the grievance, and if so requested, appear with the grievant during all phases of the grievance process. This activity may be undertaken without reprisal, discrimination or intimidation.
3. Permission to Leave to Conduct Grievance Activities - Stewards, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him/her of the nature of the business. Permission to leave will be granted promptly unless such absence would cause undue interruption of work. If such permission cannot be granted promptly, the Steward will be immediately informed when the time will be made available. Stewards shall give their immediate supervisor reasonable advance notice of the need to take time away from their work for these activities, unless unable to do so because of exigent circumstances.
4. Upon entering a work location, the Steward shall inform the grievant's immediate supervisor of the nature of his/her business. Permission to leave the job will be granted promptly to the grievant unless the absence would cause an undue interruption of work. If the employee cannot be made available, the Steward will be immediately informed when the employee will be made available.
5. No Compensatory or Overtime Pay for Steward Functions - The recognized employee organization agrees that a Steward shall not log compensatory time or overtime pay for the time spent performing any function of a Steward and such time spent shall not constitute hours worked for purposes of calculating overtime.
6. Role of Steward - The role of the Steward is to provide timely grievance representation at the first steps of the grievance procedure in an effort to

resolve grievances at the lowest possible level and to increase communication between the recognized employee organization and the City.

4(e) DEFINITION OF GRIEVANCE

1. A claimed violation, misinterpretation, inequitable application, or non-compliance with the provisions of the current Memorandum of Understanding or any supplemental agreements. It is not to include a mere difference of opinion involving a management or department head exercise of discretion.
2. A claim by any employee or a group of employees or by the recognized employee organization in his/her, their or its own behalf, of a violation, misinterpretation, or inequitable application of existing policy, orders, rules, and regulations or then existing practice applicable to the public jurisdiction or its employees or the recognized employee organization.

4(f) DUES AND BENEFITS DEDUCTIONS

1. The City shall continue to deduct dues and Association sponsored benefit program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Association, who voluntarily authorizes the deduction, in writing on a form to be provided for this purpose which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within 30 days following the deduction.
2. Hold Harmless Clause - The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising as a result of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

5. MANAGEMENT RIGHTS

- 5(a) The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:
1. The exclusive right to determine the mission of its constituent departments, commissions, boards.
 2. Set standards and levels of service.

3. Determine the procedures and standards of selection for employment and promotions.
4. Direct its employees.
5. Establish and enforce dress and grooming standards.
6. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons.
7. Maintain the efficiency of governmental operation.
8. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted.
9. Determine methods of financing-
10. Determine style and/or types of City-issued wearing apparel, equipment or technology to be used.
11. Determine and/or change the facilities, methods, technology means or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.
12. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operations of the City.
13. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
14. Establish and modify productivity and performance programs and standards.
15. Discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with applicable law.
16. Establish employee performance standards including but not limited to, quality and quantity standards, and to require compliance therewith.
17. Take all necessary actions to carry out its mission in emergencies.

18. Exercise complete control and discretion over its organization and the technology of performing its work.
- 5(b) The exercise by the City of its management rights shall not in any way, directly or indirectly, supersede the City Personnel Rules and this Memorandum of Understanding. Except in emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with representatives of the Association, at their request, regarding the impacts of the exercise of such rights, unless the matter of the exercise of such rights is provided for in the Memorandum of Understanding or in the Personnel Rules and Salary resolutions. By agreeing to meet and confer with the Association as to the impacts of the exercise and of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.
- 5(c) The following incorporates the side letters entered into by the City and PSEA for the 2012-2014 MOU into this 2014-2017 MOU and applies to the Management Generalist series of classifications, the first five of which are represented by PSEA (Management Aide, Management Assistant, Management Analyst, Water Conservation Analyst (equivalent to Management Analyst), Senior Management Analyst, and Principal Management Analyst).
1. City has the management right to promote any employee holding a PSEA-represented position to a position outside of the PSEA-represented bargaining unit within the Management Generalist series without meeting and conferring regarding either its decision to promote, or the impacts of its decision to promote.
 2. City will not promote a PSEA-represented employee to any position within the Management Generalist series position without the employee's consent.
 3. PSEA-represented employees who accept promotion to the unrepresented Principal Management Analyst classification position shall have no "right of return" to their PSEA-represented position. PSEA-represented employees who accept promotion to Management Assistant, Management Analyst or Senior Management Analyst will have those "bumping" rights as set forth in Rule 14 of the City's Personnel Rules and Regulations.
 4. City will respect and honor the decision of any PSEA-represented employee who does not want to promote to any position within the Management Generalist Series.
 5. PSEA waives the right to grieve or challenge in any administrative or

judicial forum City's decision to promote a PSEA-represented employee to any position within the Management Generalist series.

6. COMPENSATION

6(a) SALARY SCHEDULE ADJUSTMENTS

Salaries shall be stated in Appendix A titled "PSEA Salary Schedule". Across the board salary increases shall be as follows, Effective with the first full pay period after July 1, 2014:

A three percent (3%) base salary increase.

Effective with the first full pay period after July 1, 2015:

A two percent (2%) base salary increase.

Effective with the first full pay period after July 1, 2016:

A three percent (3%) base salary increase.

7. HOURS

7(a) OVERTIME

1. The City shall compensate employees at the rate of time and one-half for all hours worked in excess of their daily shift; hours worked in excess of a regularly scheduled workweek; eighty hours in a pay period; and holidays (exclusive of holiday pay). However, the City shall not use these hours twice to calculate overtime.
2. Subject to limitations in Section 7(a)(3)(4) below, overtime compensation may be made either in the form of cash payment or in Compensatory Time Off (hereinafter termed "CTO") at the option of the employee.
3. All employees shall be permitted to accumulate CTO to a maximum of 100 hours. Once this limit is reached, employees shall be compensated in cash at the rate of 1.5 times their rate of pay for overtime worked. The employee has the option to accumulate CTO when his/her CTO balance is reduced to less than 100 hours. To the extent permitted by law, the City shall retain the option to exercising discretion to require employees to utilize already accumulated CTO hours.
4. The use of CTO is subject to approval by the Department Head and shall not cause projected additional overtime to be incurred by the Department. And approved CTO shall not be denied less than 72 hours prior to the

effective use of CTO unless extraordinary circumstances occur as determined by the City Manager.

5. Use of earned and accrued CTO hours shall be subject to prior approval by the supervisor of the employee requesting use of said time off. The determination as to granting or denying use of the CTO shall be based on considerations including but not limited to: impact of the CTO use on overtime expenditures and on operational needs of the impacted City Department.

7(b) WORK SCHEDULES/CITY HALL/PUBLIC WORKS YARD

Employees working at City Hall and the Public Works Yard would be required to work a nine hour work day with a half hour lunch on Monday through Thursday and an eight hour work day with a half hour lunch on alternating Fridays. The City Manager's Office in conjunction with the Department Heads would determine which employees would be scheduled on each Friday so that City Hall/Public Works is adequately staffed. The employee's supervisor shall determine the lunch break schedule.

7(c) DIFFERENTIAL PAY FOR SUNDAY HOURS

Any full-time permanent employee who is in the Public Service Employees' Association and is assigned to work a Sunday schedule shall receive time and one-half (1-1/2) for all Sunday hours worked.

7(d) EXTENDED OVERTIME PAY

Any employee who is required to work a shift of more than twelve (12) hours in a single shift shall receive double time for all hours beyond twelve (12) hours. A shift shall be defined as the first 24 hours following the employee's normal starting time.

8. RETIREMENT (SUBJECT TO AB 340 LANGUAGE BELOW)

8(a) PARTICIPATION IN CALPERS

For "classic members", (i.e., employees who are not "new members" under the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), the City agrees to participate in the California Public Employees' Retirement System, 2%@55 plan and to provide a "single highest year" benefit (Section 20042 of the *Government Code*)

8(b) EMPLOYEE'S SHARE

Effective July 1, 2013, all classic members shall pay 100% of the statutorily

required member contribution.

8(c) SICK LEAVE CONVERSION

The City has contracted for the benefit of sick leave conversion pursuant to Section 20965 of the California Government Code.

8(d) RETIRED EMPLOYEE'S MEDICAL COVERAGE

As regards unit employees hired on or after the date of City Council adoption of the 2012-14 MOU or resolution of an impasse regarding the 2012-13 fiscal year, the City contribution to an individual employee's health benefit plan on retirement shall be as prescribed in Government Code section 22892 and shall therefore be in an equal amount for both active employees and annuitants, as that amount may from time to time be adjusted upward and/or downward as required by Section 22892. As regards all unit employees employed by the City prior to City Council adoption of the 2012-14 MOU, or resolution of an impasse regarding the 2012-13 fiscal year, and who become retirees on and after July 1, 2012, the City contribution to an individual retiree's health benefit plan shall be in the amount of \$625 monthly, subject to CALPERS – mandated reductions in coordination with Medicare coverage.

There exists a dispute between the parties as to the validity of the implementation of Article 8(d) ("Retired Employee's Medical Coverage") of the 2011-2012 terms and conditions and the validity of Article 8(d) of the 2012-2014 MOU and the 2014-2017 MOU. The parties agree that the fact of ratification by the Association of the 2012-2014 MOU and the 2014-2017 MOU shall not be asserted by the City as a defense to litigation brought to challenge Article 8(d) of the 2011-2012 terms and conditions or Article 8(d) of the 2012-2014 and 2014-2017 MOUs by the Association and/or any individual member of the Association, and that said ratification shall not constitute a waiver of the right to litigate the validity of either or both of said Articles, including any otherwise available remedy sought in such litigation. However, the City can and shall assert any and all other affirmative or other defenses available to it to defend against any such litigation.

8(e) PARTICIPATION IN IRS SECTION 414(H)(2)

The City has adopted a resolution implementing IRS Section 414(h)(2) . This article shall be operative only as long as the State of California pick up of employee retirement contributions continues to be excludable from gross income of the employee under the provisions of the Internal Revenue Code.

8(f) PEPRA

AB 340 (the California Public Employees' Pension Reform Act of 2013, ("PEPRA")) as it may from time to time exist, shall in its entirety be given full

force and effect during and after the term of the 2014-17 MOU. Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect. Therefore, no provision of PEPRA shall be deemed to impair any provision of any MOU, Agreement, Rule or Regulation predating.

“New members” as defined by PEPRA on and after January 1, 2013, shall individually pay an initial Member CALPERS contribution rate of 50% of the normal cost rate for the Defined Benefit Plan in which said new member is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater. (Government Code Section 7522.30)

“New members” as defined by PEPRA on and after January 1, 2013, shall be enrolled in the PEPRA required retirement formula (2% @ 62) (Government Code Section 7522.20(a). Final pensionable compensation (as defined for new members in Government Code Section 7522.34) shall be determined by reference to the highest average annual pensionable compensation earned during a period of 36 consecutive months (Government Code Section 7522.32(a)).

9. INSURANCE

9(a) MEDICAL INSURANCE

The employer contribution to provisions of available health benefit plans shall be in the minimum amount mandated by Government Code section 22892 as it may from time to time provide. The difference between said amount as it from time to time exists and the present contribution of \$625.00 a month, shall be provided to unit members by means of an IRS approved cafeteria plan.

9(b) OPT OUT PROVISION

Employee may choose to opt out of the MEDICAL INSURANCE coverage as provided by the City of South Pasadena. If the employee chooses to opt out of the coverage, the employee shall be eligible to receive a monthly allowance of \$300. Cancellation of the coverage becomes effective on the first day of any month after a 45-day written notice is received. Proof of the employee's medical coverage from another source must accompany the request of cancellation of coverage.

9(c) DENTAL COVERAGE

The City agrees to provide \$75.00 per month for employee and dependent dental coverage. The dental fund shall be paid by adding \$75.00 to the above cafeteria plan.

9(d) VISION CARE

The City agrees to provide up to \$20.00 toward the monthly premiums to a vision care plan, which covers both employees and their dependents. The vision fund shall be paid by adding \$20.00 to the above cafeteria plan.

9(e) LIFE INSURANCE

The City agrees to provide each employee with a \$50,000 life insurance/Accidental Death & Dismemberment policy.

9(f) LONG TERM DISABILITY BENEFITS

1. The City will contribute 100% of the full cost of a Long Term Disability policy (LTD) for every employee represented by the Association. The LTD policy shall have a 30-day or the total amount of accumulated sick leave (whichever is greater) per illness and/or injury elimination clause, which will cover sick leave and will pay two-thirds of monthly salary. The City or insurance carrier may require reasonable proof of disabling illness.
2. Benefits shall be to a maximum of one (1) year on a disability and/or illness. The City Manager may, in the event of extenuating circumstances, extend benefits for up to one additional year. Said LTD policy shall thereafter be kept in force and effect, but the City's contribution shall remain constant at the entry level, subject to change only by mutual consent.
3. Insurance Pay While on LTD - Once an employee has exhausted all other recognized forms of leave and has been placed on long-term disability, the City will continue to make the contributions toward insurance as set forth under Section 9(a) above during the City recognized period of Long Term Disability. In the event that the City Manager grants an extension of benefits, the City will continue to pay all insurance premiums as set forth under Section 9(a) above during the approved extension.
4. Benefits Effective Date - it is agreed that Benefits Effective Date - It is agreed that long term disability insurance benefits shall become effective after thirty (30) calendar days from the date of injury or illness. The City agrees to establish a Dispute Resolution Procedure to resolve any conflicts that may arise between the City and disabled employees. This procedure will most likely be medical arbitration. The Resolution procedure will be provided at no cost to the employee.

9(g) IRS 125 PLAN

The City has implemented an IRS 125 Plan. The plan shall only be utilized to fund health insurance premiums (medical, dental, vision).

10. HOLIDAYS

10(a) RECOGNIZED HOLIDAYS

The City shall grant the following holidays to all employees (including permanent part-time employees):

1. January 1New Year's Day
2. 3rd Monday in JanuaryMartin Luther King, Jr. Birthday
3. 3rd Monday in FebruaryPresident's Day
4. Last Monday in May.....Memorial Day
5. July 4.....Independence Day
6. 1st Monday in SeptemberLabor Day
7. 2nd Monday in OctoberColumbus Day
8. November 11Veteran's Day
9. 4th Thursday in NovemberThanksgiving Day
10. Friday after Thanksgiving.....Substitute for Admission's Day
11. December 25Christmas Day

10(b) FALLING ON SCHEDULED SHIFTS OFF

1. Holidays Falling on Scheduled Shifts Off - If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday and City Hall will be closed. If a holiday falls on Sunday, the following Monday shall be deemed to be the holiday and City Hall will be closed. When a holiday falls on an employee's Friday off, employees scheduled off that Friday shall have the previous day off.
2. Due to the library's seven day per week schedule, if a holiday falls on a Saturday, the library will be closed to the public both Friday and Saturday. When a holiday falls on a Sunday, the library will be closed to the public both Sunday and Monday. In both cases, library staff will work the same number of hours as all other City staff during the week in which the holiday occurs.

10(c) EXCEPTIONS

1. Regularly Scheduled Employees: Any employee whose regular schedule requires him/her to work on a holiday shall be given compensatory time-off for such work or paid the straight time daily equivalent to his/her salary at the discretion of the department head.

- 2. Holiday Pay - Any employee required to work a fixed holiday shall receive pay equivalent to double time and one-half for all holiday hours worked.

11. FLOATING HOLIDAYS

11(a) ACCRUAL RATES

Employees working a 9/80 schedule shall receive 27 floating holiday hours per fiscal year. Employees working a 5-day work week shall receive 33 floating holiday hours per fiscal year.

11(b) MAXIMUM ACCUMULATION

Floating holidays are non-compensable and must be used within the fiscal year.

12. VACATION

12(a) ACCRUAL RATES

Employees shall accrue vacation as follows:

YEARS OF SERVICE (COMPLETED)	HOURS PER YEAR
1	88
2	96
3	104
4	112
5	120
6-10.....	128
11-15.....	136
16-20.....	152
21-24.....	160
25	200
Each Year Thereafter	Add'l 8 Hrs per Year

12(b) MAXIMUM ACCUMULATION

Employees shall not accumulate more than 2 years' worth of vacation. The two year total is based on the current bi-weekly accrual rate, times 52 payrolls. A freeze on vacation accrual will be implemented when an employee reaches the 2-year maximum limit. In such case, vacation shall not be earned or accrued.

12(c) USE OF VACATION

The City shall allow employees to use vacation time in increments of no less than

one half shift subject to supervisory approval.

12(d) BUY BACK

The City agrees to annually purchase, at the member's option, eight (8) hours of vacation time at base salary. The purchase shall take place with the annual Sick Leave Buy-Back (Section 13).

13. SICK LEAVE

13(a) ACCRUAL RATES

1. Employees shall accrue paid sick leave at the rate of 3.69 hours per pay period.
2. Employees will not accrue any sick leave while on leave of absence without pay. Employees will continue to accrue sick leave while on paid sick leave.

13(b) MAXIMUM ACCUMULATION

Employees shall be allowed to accumulate unlimited sick leave. At the employee's termination, the accumulated sick leave hours shall have no cash value.

13(c) SICK LEAVE INCENTIVE

At the end of each fiscal year, employees who have accumulated 168 hours of sick leave may convert accumulated sick leave to cash or vacation at the rate of one hundred percent (100%) as follows:

No sick leave usage during the fiscal year.....60 hours of buy-back, or

No sick leave usage from July 1 to December 31, or
January 1 to June 3024 hours of buy-back, or

Up to 3 days sick leave usage during
the fiscal year 12 hours of buy-back

For new employees:

No sick leave usage during the first year
of employment24 hours of buy-back

Up to 1-day sick leave usage during the second year
of employment 12 hours of buy-back

After the second year of employment, employee is eligible for the regular buy-back incentive.

All buy-backs shall be implemented one time each fiscal year and paid by a separate payroll check between the first and second regular payrolls that end in July. The individual seeking a buy-back shall be employed as of June 30 of any year where a buy back is applicable. Employees' sick leave accumulation balance will be decreased by the corresponding number of hours the employee has received in cash buy-back.

13(d) CONVERSION TO CALPERS SERVICE CREDIT

Upon service retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. Unused sick leave for which an employee receives cash, cannot be converted to CalPERS service credits. According to CalPERS, in order to receive sick leave credit, the employee's retirement date must be within 120 days from the date of separation from the City.

13(e) USE OF SICK LEAVE

Though employees may accumulate unlimited sick leave hours, sick leave usage may not be excessive and/or abused. The City does recognize that there may be extraordinary circumstances in which an employee may experience a catastrophic illness or accident that may require a use of excessive amount of sick leave, but the City will not permit sick leave use to exceed 440 hours per fiscal year unless approved by the City Manager at his/her discretion. Accumulated sick leave may be used for the following:

- (1) **Employee's own illness** that may cause the employee to miss work or attend a medical appointment.
- (2) **Employee's family member's illness**
Assembly Bill (AB) 109 allows employees in any calendar year, to use their accrued and available sick leave in an amount up to one half of what an employee accrues annually to attend to the illness of a spouse, parent, or child.

13(f) VERIFICATION OF SICK LEAVE

In addition, the City may require written verification or medical documentation of the reason for the employee's use of sick leave when:

- (1) The employee request approval for the use of four hours or more sick leave for a single doctor's appointment.

(2) The employee has a history or pattern of misuse or overuse of sick leave. Examples of such misuse or overuse include but are not limited to:

- Use of sick leave on a Monday, Friday, or in conjunction with Sundays, holidays, floating holidays, flex days, and vacations.
- Frequent late arrival to or early departure from work for medical or dental appointments.
- Frequent medical or dental appointments.

13(g) USE OF SICK LEAVE BY PROBATIONARY EMPLOYEE

A probationary employee shall be authorized to utilize up to, but not exceeding, 50% of sick leave earned and accrued during the probationary testing period. Such use shall be subject to all rules and regulations governing the use of sick leave. However, probationary employees shall not be allowed to participate in the above SICK LEAVE INCENTIVE.

14. BEREAVMENT LEAVE

14(a) USAGE

Employees shall receive three (3) days of paid Bereavement Leave each fiscal year.

14(b) USE OF BEREAVEMENT LEAVE

Bereavement Leave shall be used in increments of at least one day and may be used for the following:

Death of a Family Member

Employees may use Bereavement Leave for the preparation and/or attendance of services of a family member. For the purposes of Bereavement Leave, family members shall include: spouse, parents, child, stepchild, , grandparents, grandchildren, brother(s) and/or sister(s). Bereavement Leave may be granted by the City Manager for other family members that the employee has shown close relations. Additional occurrences shall be deducted from the employee's own sick leave.

15. WORKING CONDITIONS

15(a) UNIFORMS

1. It is agreed that the City shall provide 5 work shirts, 5 cotton t-shirts and 5 pairs of pants for all Field Service employees. Uniforms will be replaced as deemed necessary by the Public Works Superintendent.

2. The City shall reimburse all Field Service employees up to \$250 for the purchase of steel toe safety boots/shoes each year. In the event the employee's boots/shoes are damaged on the job and deemed unsafe (as opposed to normal wear and tear), the City will replace the boots/shoes for the employee even if the \$250 maximum has been reached.
 - 2(a) Probationary employees shall receive reimbursement for 1 pair of boots up to a maximum of \$250 at the start of employment.
 - 2(b) Permanent employees shall receive reimbursement for up to two pairs of boots up to a maximum of \$250 at the start of the fiscal year.
3. Authorization and reimbursement:
 - 3(a) City-designated vendor: Employee must first receive authorization from the Public Works Superintendent prior to purchase from a city-designated vendor. City may provide a voucher for this purpose.
 - 3(b) Vendor of employee's choice: Employee must provide proof of purchase or receipt to Public Works Superintendent for reimbursement.

15(b) TURN-AROUND TIME / STANDBY TIME

1. When possible, management will attempt to provide all employees with at least eight hours between shifts.
2. In emergency situations, employees whose normal starting time would require them to return to work before eight hours have elapsed shall have the option, subject to management's prior approval, of reporting to work after said eight-hour period has elapsed, while being paid straight time from the time they would normally have reported to work.
3. If management directs the employee or if the employee elects, with prior management approval, to report to work before that eight-hour period has elapsed, then the employee shall be paid double time from the time that they report to work until the time that the eight hour period would have elapsed. The employee will then be paid straight time for the remaining hours of their normal work shift.
4. Employees required to be on stand-by call during off-duty period, including holidays, and weekend periods, shall be compensated as follows:

- a. Employees shall be compensated a daily stipend of \$ 20.00 per day for stand-by time
- b. When the employee must report back to work, employee shall be compensated at the overtime rate (time and one-half) for all hours worked with a minimum of three hours of compensation.
- c. When it is feasible for the employee to respond to an emergency from home, employee shall be compensated at the overtime rate (time and one-half) for all hours worked with a minimum of one hour of compensation.

15(c) PERFORMANCE EVALUATION-BASED MERIT STEP INCREASES

Where a merit step increase is contingent upon provision of an annual (or other) performance evaluation report which justifies a new step increase, and where such report is completed, but not on a timely basis, the merit step increase shall be implemented retroactive to the payroll period where the increase would have been implemented, had the evaluation been done timely.

16. OTHER BENEFITS

16(a) LONGEVITY

1. 2% Every 5 Years: It is agreed that effective July 1, 1994, each employee in the bargaining unit shall receive a two percent (2%) increase in salary for every five (5) years of service and shall continue to receive such increase(s) in salary upon completion of each additional five (5) year interval of service.
2. As of January 1, 1996, the existing Longevity Pay Program will be terminated for all employees hired on or after January 1, 1996. Employees on the City payroll on or before December 31, 1995, will be permitted to accrue time for an additional 4% in Longevity Pay in accordance with the provision of "A" 2% Every 5 Years. Once an employee has earned the additional 4% the Longevity Pay Program shall be permanently frozen.

16(b) BILINGUAL PAY

1. Pay: Employees who can communicate conversationally in Spanish or Chinese on a regular and/or recurring basis shall receive an additional seventy-five dollars (\$75.00) in compensation each month. Prior to receiving such additional compensation, employees will be required to pass a bilingual proficiency test as established and agreed to between the City and the Association.

2. Total Number of Employees: The City Manager's Office may permit up to twelve (12) bilingual (Spanish or Chinese) slots to be filled by department discretion.
3. Sign Language: One additional employee, over and above the Total Number of Employees as defined above, who can communicate conversationally with sign language on a regular or recurring basis, shall be eligible to receive bilingual pay benefit. Prior to receiving such additional compensation, employees will be required to demonstrate proficiency as established by the standards of American Sign Language (ASL) or English Sign Language (ESL).

16(c) EDUCATIONAL REIMBURSEMENT

There shall be no tuition reimbursement.

16(d) INCENTIVE PAY

The City encourages all the water utility operations and wastewater collection/treatment employees to obtain state and federal certifications to deliver quality services to City residents. All employees obtaining higher certifications other than what is the minimum required for their job classifications shall be compensated two and a half (2.5%) percent of their base monthly salary for each additional certification, up to maximum of five (5%) percent of their base salary for more than one additional certification. All the additional water certifications shall be issued by California State Water Resources Control Board (SWRCB), previously administered by California Department of Public Health Services (CDPHS), American Water Works Association (AWWA) or equivalent as approved by the City's Public Works Director prior to the employee obtaining the certification. All the wastewater collection and treatment certifications shall be issued by California State Water Resources Control Board (CSWRCB), California Water Environmental Association (CWEA) or equivalent as approved by the City's Public Works Director prior to the employee obtaining the certification.

17. LAYOFF AND REHIRE PROCEDURES

17(a) LAYOFF PROCEDURES

Layoffs shall occur according to Rule 14.2 of the City's Personnel Rules and Regulations.

17(b) REHIRE PROCEDURES

The names of permanent employees who have been laid off due to reduction in work force shall be placed on an appropriate layoff re-employment list according

to the date of separation and shall be eligible for re-employment. Such re-employment shall comply with the following guidelines:

- The last employee laid off will be the first employee on the list with the other eligible employees following in sequential order thereafter.
- Said list shall be continued for one (1) year after the date of layoff.

18. RATIFICATION AND IMPLEMENTATION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this ____ day of _____, 2014.

SIGNATURE PAGE TO FOLLOW

**SOUTH PASADENA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION**

CITY OF SOUTH PASADENA

NC. Magana 10/29/14
Victor Magana, President Date

Sergio Gonzalez 10-29-14
Sergio Gonzalez, City Manager Date

Sandi Forrey 10/28/14
Sandi Forrey, Vice President Date

Ralph Royds 10/29/14
Ralph Royds, Labor Representative Date

APPENDIX A

Public Service Employees' Association Full Time Monthly Salary Schedule

	A	B	C	D	E
Senior Planner	\$ 6,050	\$ 6,352	\$ 6,670	\$ 7,004	\$ 7,354
Water Operations Supervisor	\$ 6,050	\$ 6,352	\$ 6,670	\$ 7,004	\$ 7,354
Senior Management Analyst	\$ 5,949	\$ 6,247	\$ 6,559	\$ 6,887	\$ 7,231
Associate Civil Engineer	\$ 5,517	\$ 5,793	\$ 6,082	\$ 6,386	\$ 6,706
Associate Planner	\$ 5,408	\$ 5,678	\$ 5,962	\$ 6,260	\$ 6,573
Public Works Assistant	\$ 5,106	\$ 5,361	\$ 5,629	\$ 5,911	\$ 6,207
Senior Librarian	\$ 5,075	\$ 5,328	\$ 5,595	\$ 5,875	\$ 6,168
Assistant Planner	\$ 4,905	\$ 5,150	\$ 5,408	\$ 5,678	\$ 5,962
Grants Analyst	\$ 4,905	\$ 5,150	\$ 5,408	\$ 5,678	\$ 5,962
Deputy City Clerk	\$ 4,905	\$ 5,150	\$ 5,408	\$ 5,678	\$ 5,962
Management Analyst	\$ 4,905	\$ 5,150	\$ 5,408	\$ 5,678	\$ 5,962
Civil Engineering Assistant	\$ 4,905	\$ 5,150	\$ 5,408	\$ 5,678	\$ 5,962
Water Conservation Analyst	\$ 4,905	\$ 5,150	\$ 5,408	\$ 5,678	\$ 5,962
Administrative Analyst	\$ 4,905	\$ 5,150	\$ 5,408	\$ 5,678	\$ 5,962
Facilities Supervisor	\$ 4,842	\$ 5,084	\$ 5,338	\$ 5,605	\$ 5,886
Parks Supervisor	\$ 4,801	\$ 5,041	\$ 5,293	\$ 5,557	\$ 5,835
Street Supervisor	\$ 4,801	\$ 5,041	\$ 5,293	\$ 5,557	\$ 5,835
Senior Electrician	\$ 4,485	\$ 4,710	\$ 4,945	\$ 5,192	\$ 5,452
Public Works Inspector	\$ 4,485	\$ 4,710	\$ 4,945	\$ 5,192	\$ 5,452
Payroll Coordinator	\$ 4,376	\$ 4,595	\$ 4,824	\$ 5,066	\$ 5,319
Librarian	\$ 4,270	\$ 4,484	\$ 4,708	\$ 4,943	\$ 5,190
Electrician	\$ 4,255	\$ 4,468	\$ 4,692	\$ 4,926	\$ 5,172
Senior Water Production/Treatment Operator	\$ 4,255	\$ 4,468	\$ 4,692	\$ 4,926	\$ 5,172
Building Maintenance Worker	\$ 4,163	\$ 4,371	\$ 4,590	\$ 4,820	\$ 5,060
Film Liaison	\$ 4,098	\$ 4,303	\$ 4,518	\$ 4,744	\$ 4,982
Senior Water Utility Worker	\$ 4,098	\$ 4,303	\$ 4,518	\$ 4,744	\$ 4,982
Management Assistant	\$ 4,087	\$ 4,291	\$ 4,506	\$ 4,731	\$ 4,968
Community Improvement Coordinator	\$ 4,063	\$ 4,266	\$ 4,480	\$ 4,704	\$ 4,939
Administrative Secretary	\$ 3,870	\$ 4,064	\$ 4,267	\$ 4,480	\$ 4,704
Water Production/Treatment Operator	\$ 3,870	\$ 4,064	\$ 4,267	\$ 4,480	\$ 4,704
Community Services Coordinator	\$ 3,773	\$ 3,961	\$ 4,159	\$ 4,367	\$ 4,586
Library Technical Assistant	\$ 3,773	\$ 3,961	\$ 4,159	\$ 4,367	\$ 4,586
Senior Maintenance Worker	\$ 3,681	\$ 3,865	\$ 4,058	\$ 4,261	\$ 4,474
Accounting Technician	\$ 3,681	\$ 3,865	\$ 4,058	\$ 4,261	\$ 4,474
Human Resources Technician	\$ 3,681	\$ 3,865	\$ 4,058	\$ 4,261	\$ 4,474
Senior Account Clerk	\$ 3,419	\$ 3,590	\$ 3,770	\$ 3,958	\$ 4,156
Management Aide	\$ 3,419	\$ 3,590	\$ 3,770	\$ 3,958	\$ 4,156
Water Utility Worker II	\$ 3,391	\$ 3,561	\$ 3,739	\$ 3,926	\$ 4,122
Maintenance Worker II	\$ 3,337	\$ 3,504	\$ 3,679	\$ 3,863	\$ 4,056
Account Clerk	\$ 3,256	\$ 3,419	\$ 3,590	\$ 3,769	\$ 3,958
Program Specialist	\$ 3,256	\$ 3,419	\$ 3,590	\$ 3,769	\$ 3,958
Water Utility Worker I	\$ 3,175	\$ 3,334	\$ 3,501	\$ 3,676	\$ 3,859
Maintenance Worker I	\$ 3,175	\$ 3,334	\$ 3,501	\$ 3,676	\$ 3,859
Library Clerk II	\$ 3,036	\$ 3,188	\$ 3,347	\$ 3,515	\$ 3,691
Transportation Driver	\$ 3,022	\$ 3,173	\$ 3,331	\$ 3,498	\$ 3,673
Library Clerk I	\$ 2,745	\$ 2,882	\$ 3,026	\$ 3,177	\$ 3,336

Effective the first full pay period beginning after July 1, 2014

APPENDIX A

Public Service Employees' Association Full Time Monthly Salary Schedule

	A	B	C	D	E
Senior Planner	\$ 6,171	\$ 6,480	\$ 6,803	\$ 7,144	\$ 7,501
Water Operations Supervisor	\$ 6,171	\$ 6,480	\$ 6,803	\$ 7,144	\$ 7,501
Senior Management Analyst	\$ 6,068	\$ 6,372	\$ 6,690	\$ 7,025	\$ 7,376
Associate Civil Engineer	\$ 5,627	\$ 5,908	\$ 6,204	\$ 6,514	\$ 6,840
Associate Planner	\$ 5,516	\$ 5,792	\$ 6,081	\$ 6,385	\$ 6,704
Public Works Assistant	\$ 5,208	\$ 5,469	\$ 5,742	\$ 6,029	\$ 6,331
Senior Librarian	\$ 5,176	\$ 5,435	\$ 5,707	\$ 5,992	\$ 6,292
Assistant Planner	\$ 5,003	\$ 5,254	\$ 5,516	\$ 5,792	\$ 6,082
Grants Analyst	\$ 5,003	\$ 5,254	\$ 5,516	\$ 5,792	\$ 6,082
Deputy City Clerk	\$ 5,003	\$ 5,254	\$ 5,516	\$ 5,792	\$ 6,082
Management Analyst	\$ 5,003	\$ 5,254	\$ 5,516	\$ 5,792	\$ 6,082
Civil Engineering Assistant	\$ 5,003	\$ 5,254	\$ 5,516	\$ 5,792	\$ 6,082
Water Conservation Analyst	\$ 5,003	\$ 5,254	\$ 5,516	\$ 5,792	\$ 6,082
Administrative Analyst	\$ 5,003	\$ 5,254	\$ 5,516	\$ 5,792	\$ 6,082
Facilities Supervisor	\$ 4,939	\$ 5,186	\$ 5,445	\$ 5,717	\$ 6,003
Parks Supervisor	\$ 4,897	\$ 5,141	\$ 5,398	\$ 5,668	\$ 5,952
Street Supervisor	\$ 4,897	\$ 5,141	\$ 5,398	\$ 5,668	\$ 5,952
Senior Electrician	\$ 4,575	\$ 4,804	\$ 5,044	\$ 5,296	\$ 5,561
Public Works Inspector	\$ 4,575	\$ 4,804	\$ 5,044	\$ 5,296	\$ 5,561
Payroll Coordinator	\$ 4,463	\$ 4,687	\$ 4,921	\$ 5,167	\$ 5,425
Librarian	\$ 4,356	\$ 4,573	\$ 4,802	\$ 5,042	\$ 5,294
Electrician	\$ 4,340	\$ 4,557	\$ 4,785	\$ 5,025	\$ 5,276
Senior Water Production/Treatment Operator	\$ 4,340	\$ 4,557	\$ 4,785	\$ 5,025	\$ 5,276
Building Maintenance Worker	\$ 4,247	\$ 4,459	\$ 4,682	\$ 4,916	\$ 5,162
Film Liaison	\$ 4,180	\$ 4,389	\$ 4,609	\$ 4,839	\$ 5,081
Senior Water Utility Worker	\$ 4,180	\$ 4,389	\$ 4,609	\$ 4,839	\$ 5,081
Management Assistant	\$ 4,169	\$ 4,377	\$ 4,596	\$ 4,826	\$ 5,067
Community Improvement Coordinator	\$ 4,144	\$ 4,352	\$ 4,569	\$ 4,798	\$ 5,038
Administrative Secretary	\$ 3,947	\$ 4,145	\$ 4,352	\$ 4,570	\$ 4,798
Water Production/Treatment Operator	\$ 3,947	\$ 4,145	\$ 4,352	\$ 4,570	\$ 4,798
Community Services Coordinator	\$ 3,848	\$ 4,041	\$ 4,243	\$ 4,455	\$ 4,677
Library Technical Assistant	\$ 3,848	\$ 4,041	\$ 4,243	\$ 4,455	\$ 4,677
Senior Maintenance Worker	\$ 3,755	\$ 3,942	\$ 4,139	\$ 4,346	\$ 4,564
Accounting Technician	\$ 3,755	\$ 3,942	\$ 4,139	\$ 4,346	\$ 4,564
Human Resources Technician	\$ 3,755	\$ 3,942	\$ 4,139	\$ 4,346	\$ 4,564
Senior Account Clerk	\$ 3,488	\$ 3,662	\$ 3,845	\$ 4,037	\$ 4,239
Management Aide	\$ 3,488	\$ 3,662	\$ 3,845	\$ 4,037	\$ 4,239
Water Utility Worker II	\$ 3,459	\$ 3,632	\$ 3,814	\$ 4,005	\$ 4,205
Maintenance Worker II	\$ 3,404	\$ 3,574	\$ 3,752	\$ 3,940	\$ 4,137
Account Clerk	\$ 3,321	\$ 3,487	\$ 3,662	\$ 3,845	\$ 4,037
Program Specialist	\$ 3,321	\$ 3,487	\$ 3,662	\$ 3,845	\$ 4,037
Water Utility Worker I	\$ 3,239	\$ 3,401	\$ 3,571	\$ 3,749	\$ 3,937
Maintenance Worker I	\$ 3,239	\$ 3,401	\$ 3,571	\$ 3,749	\$ 3,937
Library Clerk II	\$ 3,097	\$ 3,252	\$ 3,414	\$ 3,585	\$ 3,764
Transportation Driver	\$ 3,082	\$ 3,236	\$ 3,398	\$ 3,568	\$ 3,746
Library Clerk I	\$ 2,799	\$ 2,939	\$ 3,086	\$ 3,241	\$ 3,403

Effective the first full pay period beginning after July 1, 2015

APPENDIX A
Public Service Employees' Association Full Time Monthly Salary Schedule

	A	B	C	D	E
Senior Planner	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
Water Operations Supervisor	\$ 6,356	\$ 6,674	\$ 7,008	\$ 7,358	\$ 7,726
Senior Management Analyst	\$ 6,250	\$ 6,563	\$ 6,891	\$ 7,236	\$ 7,597
Associate Civil Engineer	\$ 5,796	\$ 6,086	\$ 6,390	\$ 6,710	\$ 7,045
Associate Planner	\$ 5,681	\$ 5,965	\$ 6,264	\$ 6,577	\$ 6,906
Public Works Assistant	\$ 5,364	\$ 5,633	\$ 5,914	\$ 6,210	\$ 6,521
Senior Librarian	\$ 5,331	\$ 5,598	\$ 5,878	\$ 6,172	\$ 6,480
Assistant Planner	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Grants Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Deputy City Clerk	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Management Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Civil Engineering Assistant	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Water Conservation Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Administrative Analyst	\$ 5,153	\$ 5,411	\$ 5,682	\$ 5,966	\$ 6,264
Facilities Supervisor	\$ 5,087	\$ 5,341	\$ 5,608	\$ 5,889	\$ 6,183
Parks Supervisor	\$ 5,043	\$ 5,296	\$ 5,560	\$ 5,838	\$ 6,130
Street Supervisor	\$ 5,043	\$ 5,296	\$ 5,560	\$ 5,838	\$ 6,130
Senior Electrician	\$ 4,712	\$ 4,948	\$ 5,195	\$ 5,455	\$ 5,728
Public Works Inspector	\$ 4,712	\$ 4,948	\$ 5,195	\$ 5,455	\$ 5,728
Payroll Coordinator	\$ 4,597	\$ 4,827	\$ 5,068	\$ 5,322	\$ 5,588
Librarian	\$ 4,486	\$ 4,711	\$ 4,946	\$ 5,193	\$ 5,453
Electrician	\$ 4,471	\$ 4,694	\$ 4,929	\$ 5,175	\$ 5,434
Senior Water Production/Treatment Operator	\$ 4,471	\$ 4,694	\$ 4,929	\$ 5,175	\$ 5,434
Building Maintenance Worker	\$ 4,374	\$ 4,593	\$ 4,822	\$ 5,063	\$ 5,317
Film Liaison	\$ 4,306	\$ 4,521	\$ 4,747	\$ 4,984	\$ 5,234
Senior Water Utility Worker	\$ 4,306	\$ 4,521	\$ 4,747	\$ 4,984	\$ 5,234
Management Assistant	\$ 4,294	\$ 4,509	\$ 4,734	\$ 4,971	\$ 5,219
Community Improvement Coordinator	\$ 4,269	\$ 4,482	\$ 4,706	\$ 4,942	\$ 5,189
Administrative Secretary	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Water Production/Treatment Operator	\$ 4,066	\$ 4,269	\$ 4,483	\$ 4,707	\$ 4,942
Community Services Coordinator	\$ 3,964	\$ 4,162	\$ 4,370	\$ 4,588	\$ 4,818
Library Technical Assistant	\$ 3,964	\$ 4,162	\$ 4,370	\$ 4,588	\$ 4,818
Senior Maintenance Worker	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701
Accounting Technician	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701
Human Resources Technician	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701
Senior Account Clerk	\$ 3,592	\$ 3,772	\$ 3,960	\$ 4,158	\$ 4,366
Management Aide	\$ 3,592	\$ 3,772	\$ 3,960	\$ 4,158	\$ 4,366
Water Utility Worker II	\$ 3,563	\$ 3,741	\$ 3,928	\$ 4,125	\$ 4,331
Maintenance Worker II	\$ 3,506	\$ 3,681	\$ 3,865	\$ 4,058	\$ 4,261
Account Clerk	\$ 3,421	\$ 3,592	\$ 3,771	\$ 3,960	\$ 4,158
Program Specialist	\$ 3,421	\$ 3,592	\$ 3,771	\$ 3,960	\$ 4,158
Water Utility Worker I	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055
Maintenance Worker I	\$ 3,336	\$ 3,503	\$ 3,678	\$ 3,862	\$ 4,055
Library Clerk II	\$ 3,190	\$ 3,349	\$ 3,517	\$ 3,693	\$ 3,877
Transportation Driver	\$ 3,175	\$ 3,333	\$ 3,500	\$ 3,675	\$ 3,859
Library Clerk I	\$ 2,883	\$ 3,028	\$ 3,179	\$ 3,338	\$ 3,505

Effective the first full pay period beginning after July 1, 2016

ATTACHMENT 4

Resolution of the City Council of the City of South Pasadena Adopting a Memorandum of Understanding (MOU) Between the City of South Pasadena and the South Pasadena Public Service Employees' Association (PSEA) Part Time Unit

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ADOPTING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SOUTH PASADENA AND
THE SOUTH PASADENA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION PART TIME UNIT**

WHEREAS, California Government Code Section 3500, et seq., (the Meyers-Milius-Brown Act) requires that public employers meet and confer regarding wages, hours, and other terms and conditions of employment; and

WHEREAS, the City of South Pasadena's (City) negotiating team met and conferred with the South Pasadena Public Service Employees' Association Part Time (PSEA PT) representatives on numerous occasions to discuss terms and conditions of employment; and

WHEREAS, the City and the PSEA PT have agreed to the terms included in the attached Memorandum of Understanding (MOU) attached hereto as "Exhibit A."

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

SECTION 1. The following positions shall be added to Section 1, "Classifications Represented" section of the attached MOU:

Principal Management Analyst
Senior Management Analyst
Management Analyst
Management Assistant
Management Aide

Additionally, as agreed upon, with the agreement of incumbent employees within the classification of part time Secretary, the classification of part time Secretary shall be retitled to Management Aide.

SECTION 2. As agreed upon by the PSEA PT, the following positions shall be removed from Section 1, "Classifications Represented" section of the MOU as these are classifications that have been identified as vacant and currently not utilized by the City:

Transportation Coordinator
Transit Assistant
Security Monitor
Skate Park Lead Attendant
Skate Park Assistant Attendant
Literacy Publicist
Literacy Assistant

SECTION 3. In accordance with the State of California Minimum Wage Order, effective January 1, 2016, the pay scales for the following classifications shall be adjusted and updated to meet the requirements of the Minimum Wage Order and to address any compaction issues for classifications belonging within a series. As agreed upon by the PSEA PT, the new pay rates (Appendix A of Exhibit A – PSEA PT Salary Schedules) shall be effective December 28, 2015:

Management Intern
Intern
High School Intern
Recreation Leader III
Recreation Leader II
Recreation Leader I
Typist Clerk II
Typist Clerk I
Library Aide II
Library Aide I
Police Cadet
Accounting Clerk
Crossing Guard

SECTION 4. As agreed upon by the PSEA PT, all incumbent part time employees within the classifications of Management Intern, Intern and High School Intern shall continue to have a salary schedule with five steps (Steps A-E). Subsequent to the ratification of this MOU, all individuals who become a Management Intern, Intern or High School Intern shall be eligible for three steps (Steps A-C) only as reflected in Appendix A of Exhibit A. Additionally, as agreed upon, with the agreement of incumbent employees within the classification of Professional Intern, the classification of Professional Intern shall be retitled to Management Intern.

SECTION 5. Exhibit A is approved and adopted by the City Council of the City of South Pasadena in substantially the form as presented in this City Council meeting agenda item.

SECTION 6. The updated, revised and new part time job descriptions listed in Exhibit B – Management Intern, Exhibit C – Intern, and Exhibit D – High School Intern is approved by the City Council.

SECTION 7. This resolution supersedes Resolution Nos. 7265, 7288, and 7341.

SECTION 8. The City Clerk of the City of South Pasadena shall certify to the passage and adoption of this resolution and its approval by the City Council and shall cause the same to be listed in the records of the City.

PASSED, APPROVED AND ADOPTED ON this 5th day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

Exhibit A

CITY
of
SOUTH PASADENA

PUBLIC SERVICE EMPLOYEES' ASSOCIATION
(PART TIME UNIT)

MEMORANDUM OF UNDERSTANDING

2014-2017

**CITY OF SOUTH PASADENA
PUBLIC SERVICE EMPLOYEES' PART TIME ASSOCIATION
MEMORANDUM OF UNDERSTANDING
2014-2017**

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1. CLASSIFICATIONS REPRESENTED

The City hereby confirms the South Pasadena Public Employees Association Part Time Unit (PSEA PT) is the representative of the part time employees in the classifications listed below:

- | | |
|----------------------------|------------------------------|
| Crossing Guard | Parking Control Aide |
| Film Liaison | Police Cadet |
| Fire Prevention Specialist | Principal Management Analyst |
| High School Intern | Recreation Camp Director |
| Intern Typist Clerk II | Recreation Leader I |
| Lead Transportation Driver | Recreation Leader II |
| Librarian | Recreation Leader III |
| Library Aide II | Reference Librarian |
| Library Aide I | Senior Management Analyst |
| Management Aide | Site Manager |
| Maintenance Assistant | Transportation Driver |
| Management Analyst | Typist Clerk I |
| Management Assistant | Typist Clerk II |
| Management Intern | |

The City acknowledges that the PSEA PT has contracted with the PSEA Full-Time (FT) Unit to provide representation services on all matters governed by the Meyers-Miliias-Brown Act (Government Code Section 3500, et seq.), the South Pasadena Personnel Rules and applicable rules and regulations.

2. GENERAL PROVISIONS

2(a) SEVERABILITY

If any Article or Section of this 2014-2017 MOU document, or any Addendum thereto, should be held invalid by operation of law, or by any tribunal or office of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal or office, the remainder of this document shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

2(b) EFFECT

It is understood and agreed that this 2014-2017 MOU document shall not become effective for any purpose or be binding on either party until approved by the City Council, and nothing herein shall be construed as obligating the City Council to approve in whole or in part.

If the City Council approves in full, then this document shall become immediately effective. If the City Council fails to approve in full without modification, then this document shall become null and void.

3. ASSOCIATION RIGHTS

3(a) MONTHLY CHANGE OF STATUS REPORT

The City shall provide the Association with a monthly change of status record of those Association members who are terminated, on leave of absence, or temporarily disabled.

3(b) NEW EMPLOYEE INFORMATION

The City shall provide each new employee eligible for Association representation with a membership statement, provided by the Association, and notify the Association President that such person has been hired and provide the Association President with the employee name, classification and department.

3(c) DUES AND BENEFITS DEDUCTIONS

1. The City shall deduct dues and Association sponsored benefit program premiums on a regular basis from the pay of all classifications and positions recognized to be represented by the Association, who voluntarily authorizes the deduction, in writing on a form to be provided for this purpose which is mutually agreed to by the Association and the City. The City shall remit such funds to the Association within 30 days following the deduction.
2. Hold Harmless Clause - The Association agrees to hold harmless and indemnify the City against any claims, causes of action, or lawsuits arising as a result of the deductions or transmittal of such funds to the Association, except the intentional failure of the City to transmit monies deducted from the employees pursuant to this Article to the Association.

4. MANAGEMENT RIGHTS

4(a) The City retains all its exclusive rights and authority under federal and state law and the City Code, and expressly and exclusively retains its management rights, which include, but are not limited to:

1. The exclusive right to determine the mission of its constituent departments, commissions, boards.
2. Set standards and levels of service.

3. Determine the procedures and standards of selection for employment and promotions.
4. Direct its employees.
5. Establish and enforce dress and grooming standards.
6. Determine the methods and means to relieve its employees from duty because of lack of work or other lawful reasons.
7. Maintain the efficiency of governmental operation.
8. Determine the methods, means and numbers and kinds of personnel by which government operations are to be conducted.
9. Determine methods of financing.
10. Determine style and/or types of City-issued wearing apparel, equipment or technology to be used.
11. Determine and/or change the facilities, methods, technology means or organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted.
12. Determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions including but not limited to, the right to contract for or subcontract any work or operations of the City.
13. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
14. Establish and modify productivity and performance programs and standards.
15. Discharge, suspend, demote, reprimand, withhold salary increases and benefits or otherwise discipline employees in accordance with applicable law.
16. Establish employee performance standards including but not limited to, quality and quantity standards, and to require compliance therewith.
17. Take all necessary actions to carry out its mission in emergencies.
18. Exercise complete control and discretion over its organization and the technology of performing its work.

4(b) The exercise by the City of its management rights shall not in any way, directly or indirectly, be subject to the grievance procedure herein and shall not supersede the City Personnel Rules, and Memoranda of Understanding. Except in emergencies or when the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management rights shall impact on members of the bargaining unit in their wages, hours, or other terms and conditions of employment, the City agrees to meet and confer with representatives of the Association, at their request, regarding the impacts of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this MOU document or in the Personnel Rules and Salary resolutions. By agreeing to meet and confer with the Association as to the impacts of the exercise of the foregoing management rights, management's discretion in the exercise of these rights shall not be diminished.

4(c) Management Generalist Series

1. The parties have agreed to a part-time management generalist series, to be within the part-time unit and represented by PSEA, comprised of the following classifications: Management Aide, Management Assistant, Management Analyst, Senior Management Analyst and Principal Management Analyst.
2. City has the management right to promote any employee holding a PSEA PT-represented Management Generalist position to a position outside of the PSEA PT-represented bargaining unit within the full-time Management Generalist series without meeting and conferring regarding either its decision to promote, or the impacts of its decision to promote.
3. City will not promote a PSEA PT-represented employee to any position within the Part Time Management Generalist series or to the full-time Management Generalist series without the employee's consent.
4. City will respect and honor the decision of any PSEA PT-represented employee who does not want to promote to any position within either the part-time or full-time Management Generalist Series.
5. With the agreement of incumbent PSEA PT employees within the classification of part time Secretary, the City will retitle all existing part time Secretary classifications to part time Management Aide.
6. As with all other part time positions, positions within the part time Management Generalist series are subject to the City's "Part Time Hours Policy."
7. PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to promote a PSEA PT-represented

employee to any position within the full-time or part-time Management Generalist series.

8. PSEA waives the right to grieve or challenge in any administrative or judicial forum City's decision to appoint a PSEA PT-represented employee to any position within the full-time or part-time Management Generalist series.

5. GRIEVANCES

DEFINITION OF GRIEVANCE

A claimed violation, misinterpretation, inequitable application, or non-compliance with the provisions of the current Memorandum of Understanding, any supplemental agreements and personnel rules and regulations. It is not to include a mere difference of opinion involving a management or department head exercise of discretion.

City Personnel Rules 13.2, Steps 1 and 2 only, shall be applicable to part time unit members. This means that part time unit members shall be authorized to pursue a grievance through meetings with the immediate Supervisor and the Department Head, with the Department Head (and not the City Manager) issuing a final and binding grievance determination that shall not be subject to any further administrative appeal.

6. MEAL AND REST PERIODS

After completion of five consecutive hours of work during a designated shift, each such affected employee shall be provided a thirty minute, unpaid meal break. In addition, at the conclusion of each four (4) consecutive hour period of work during a single designated shift, the affected employee shall be provided a ten minute paid rest period. Use of either or both meal and rest periods shall be subject to prior approval by the employees' supervisor. Although use of the time shall not be unreasonably withheld, the parties agree that the needs of the City shall prevail over those of the employee in determining whether or not to grant the meal or rest period. Denial of a meal or rest period shall not be subject to the grievance procedure or to any other form of challenge.

7. CONDUCT OF ASSOCIATION BUSINESS

Part Time Unit representatives shall be prohibited from engaging in Association-related business during scheduled hours of work, unless prior written authorization to do so is provided by a supervisor. Reasonable requests for such leave time shall be accommodated, consistent with City needs taking priority. This section does not impact the statutory leave time provided to unit members while literally involved in the meet and confer process.

The type of "Association Business" for which leave time may be granted, is confined to existing grievance-related investigations, preparation meetings and meetings with a

supervisor and/or department head. However, "Association Business" leave time shall not be paid by the City (unlike paid statutory leave time for the meet and confer process) and shall be capped at a maximum of one hour for each scheduled work-shift, unless otherwise approved in writing by the employees' supervisor.

8. SERVICE RECOGNITION

Service Pins and certificates will be given to all part time employees upon the completion of every five years of service to the City.

9. PARTICIPATION IN 457 PLAN

Association members will be eligible to participate in the City's 457 plan, subject to the City's rules, procedures and policies governing that program, for so long at the City elects to maintain such a program. Participation in the City's 457 program shall be cost neutral to the City. Any cost associated with association members' participation in the 457 program will be the responsibility of the association member.

10. COMPENSATION – SALARY SCHEDULE ADJUSTMENT

Effective with the first full pay period after July 1, 2014:

A two percent (2%) base salary increase.

Effective with the first full pay period after July 1, 2015:

A two percent (2%) base salary increase.

Effective with the first full pay period after July 1, 2016:

A two percent (2%) base salary increase.

In addition, the salary steps for the classifications of Crossing Guard, High School Intern, Library Aide I and Library Aide II shall be modified as follows (before application of the base salary increase effective in 2014 for the unit):

	A	B	C	D	E
Library Aide II	\$ 9.21	\$ 9.67	\$ 10.15	\$ 10.66	\$ 11.19
Library Aide I	\$ 9.00	\$ 9.45	\$ 9.92	\$ 10.42	\$ 10.94
Crossing Guard	\$ 9.00	\$ 9.45	\$ 9.92	\$ 10.42	\$ 10.94
High School Intern	\$ 9.00	\$ 9.45	\$ 9.92	\$ 10.42	\$ 10.94

Effective December 28, 2015, the base salaries for the following classifications shall be adjusted to reflect the change in the California minimum wage of \$10.00 per hour

effective January 1, 2016 and accompanying compaction issues: Management Intern, Recreation Leader III, Intern, Typist Clerk II, Recreation Leader II, Recreation Leader I, Police Cadet, Accounting Clerk, Library Aide II, Library Aide I, Typist Clerk I, High School Intern and Crossing Guard. These adjustments are reflected in the salary schedule effective December 28, 2015 attached as part of Appendix "A" to this MOU.

11. REOPENERS

A. AFFORDABLE CARE ACT

The City and PSEA PT agreed to a Part-Time Hours Policy, as follows:

- a. **Category 1: All Part Time Employees in the Transit Division of the Community Services Department:** All part time employees in the Transit Division of the Community Services Department, including the positions of Lead Transportation Driver, Management Intern, Program Specialist, and Transportation Driver, shall be restricted to working no more than 28 hours per week and no more than 112 hours per calendar month.
- b. **Category 2: All Part Time Employees Hired On or After July 1, 2013 Not in Category 1:** All part time employees hired on or after July 1, 2013 who are not in Category 1 shall be restricted to working no more than 18 hours per week, no more than 72 hours per calendar month, and no more than 936 hours per fiscal year.
- c. **Category 3: Part Time Employees Enrolled in CalPERS as of July 1, 2013:** All part time employees enrolled in CalPERS as of July 1, 2013, shall be restricted to working no more than 28 hours per week and no more than 112 hours per month.
- d. **Category 4: Part Time Employees Not in Category 1 and Not Enrolled in CalPERS as of July 1, 2013:** All part time employees who are not in Category 1 and who are not enrolled in CalPERS as of July 1, 2013, shall be restricted to working no more than 18 hours per week, no more than 72 hours per month, and no more than 936 hours per fiscal year.

In the event that the Affordable Care Act ("ACA") is modified to raise the threshold for "full-time" employment higher than the current 30 hours per week, the City agrees to reopen negotiations with the PSEA Part Time Unit regarding the Part-Time Hours Policy and/or Personnel Rule 16, to allow part time City employees' hours to increase above the current 28 hour per week cap.

B. SALARY

This MOU shall be subject to a reopener at direction of the City Council, upon adoption by the City Council of a Resolution evidencing a finding by the Council that any or all of the following events have occurred during the 2014-2015, 2015-2016 or

2016-2017 fiscal years:

1. Five percent (5%) or greater reduction in general fund revenues during each fiscal year for the period July 1 through December 31 compared to the immediately preceding same period of time; and/or the period January 1 through June 30 and the same preceding period of time. The decline, if any, shall be measured by receipts during the applicable period of time, (Revenue reductions attributed to state withholding of local funds, shall be included in measuring the five percent (5%) reduction) or,
2. A determination by the City Council to implement this Section 1. shall not be subject to administrative challenge.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to this 2014-2017 MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener.

C. PERSONNEL RULES

During the term of this MOU, the City Manager may reopen the meet and confer process regarding the amendment of existing personnel rules and regulations and adoption of successor rules and regulations.

12. INTERNS

There are three Intern positions in this unit: Management Intern, Intern and High School Intern. All Intern positions are intended to be limited term. Except in rare circumstances, Intern positions shall not exceed one year. All incumbent Interns at the time of ratification of this MOU by the City Council shall continue to have a salary schedule with five steps (A-E). All individuals who become any of the three Intern classifications after ratification of this MOU shall be eligible for steps A-C only, as reflected in the Salary Schedules attached as Appendix A to this MOU.

13. RATIFICATION AND IMPLEMENTATION

The City and the Association acknowledge that this MOU shall not be in full force and effect until ratified by its membership and adopted in the form of a resolution by the City Council of the City of South Pasadena. Subject to the foregoing, this MOU is hereby executed and authorized by the designated representatives of the City and the Association and entered into on this _____ day of _____, 2014.

SIGNATURE PAGE TO FOLLOW

SOUTH PASADENA PUBLIC SERVICE
EMPLOYEES' ASSOCIATION
(PART TIME UNIT)

CITY OF SOUTH PASADENA

William J. Lopez 10-28-14
William Lopez, President Date

Sergio Gonzalez 10-29-14
Sergio Gonzalez, City Manager Date

Curtis Callahan 10-28-14
Curtis Callahan, Treasurer Date

Ralph Royds 10/29/14
Ralph Royds, Labor Representative Date

APPENDIX A

Public Service Employees' Association Part Time Monthly Salary Schedule

	A	B	C	D	E
Principal Management Analyst	\$ 41.22	\$ 43.28	\$ 45.45	\$ 47.72	\$ 50.10
Senior Management Analyst	\$ 33.99	\$ 35.69	\$ 37.47	\$ 39.35	\$ 41.32
Management Analyst	\$ 28.02	\$ 29.42	\$ 30.89	\$ 32.44	\$ 34.06
Management Assistant	\$ 23.35	\$ 24.52	\$ 25.74	\$ 27.03	\$ 28.38
Reference Librarian	\$ 19.71	\$ 20.70	\$ 21.73	\$ 22.82	\$ 23.96
Librarian	\$ 19.71	\$ 20.70	\$ 21.73	\$ 22.82	\$ 23.96
Management Aide	\$ 19.53	\$ 20.51	\$ 21.53	\$ 22.61	\$ 23.74
Program Specialist	\$ 18.60	\$ 19.54	\$ 20.51	\$ 21.54	\$ 22.61
Film Liaison	\$ 18.51	\$ 19.43	\$ 20.40	\$ 21.42	\$ 22.50
Fire Prevention Specialist	\$ 17.03	\$ 17.88	\$ 18.78	\$ 19.72	\$ 20.70
Management Intern (<i>Incumbent</i>)	\$ 17.03	\$ 17.88	\$ 18.78	\$ 19.72	\$ 20.70
Management Intern (<i>after 11/5/14</i>)	\$ 17.03	\$ 17.88	\$ 18.78	N/A	N/A
Recreation Camp Director	\$ 17.03	\$ 17.88	\$ 18.78	\$ 19.72	\$ 20.70
Maintenance Assistant	\$ 16.01	\$ 16.81	\$ 17.65	\$ 18.53	\$ 19.45
Lead Transportation Driver	\$ 16.01	\$ 16.81	\$ 17.65	\$ 18.53	\$ 19.45
Secretary	\$ 15.41	\$ 16.18	\$ 16.99	\$ 17.84	\$ 18.73
Transportation Driver	\$ 14.88	\$ 15.63	\$ 16.41	\$ 17.23	\$ 18.09
Parking Control Aide	\$ 11.31	\$ 11.88	\$ 12.47	\$ 13.09	\$ 13.75
Recreation Leader III	\$ 11.26	\$ 11.82	\$ 12.41	\$ 13.03	\$ 13.68
Site Manager	\$ 10.67	\$ 11.20	\$ 11.76	\$ 12.35	\$ 12.97
Typist Clerk II	\$ 10.67	\$ 11.20	\$ 11.76	\$ 12.35	\$ 12.97
Recreation Leader II	\$ 10.23	\$ 10.74	\$ 11.28	\$ 11.84	\$ 12.43
Intern (<i>Incumbent</i>)	\$ 9.87	\$ 10.36	\$ 10.88	\$ 11.43	\$ 12.00
Intern (<i>after 11/5/14</i>)	\$ 9.87	\$ 10.36	\$ 10.88	N/A	N/A
Typist Clerk I	\$ 9.70	\$ 10.18	\$ 10.69	\$ 11.22	\$ 11.79
Police Cadet	\$ 9.55	\$ 10.03	\$ 10.53	\$ 11.05	\$ 11.61
Accounting Clerk	\$ 9.52	\$ 10.00	\$ 10.50	\$ 11.02	\$ 11.58
Recreation Leader I	\$ 9.30	\$ 9.77	\$ 10.26	\$ 10.77	\$ 11.31
Library Aide II	\$ 9.18	\$ 9.64	\$ 10.12	\$ 10.63	\$ 11.16
Library Aide I	\$ 9.18	\$ 9.64	\$ 10.12	\$ 10.63	\$ 11.16
Crossing Guard	\$ 9.18	\$ 9.64	\$ 10.12	\$ 10.63	\$ 11.16
High School Intern (<i>Incumbent</i>)	\$ 9.18	\$ 9.64	\$ 10.12	\$ 10.63	\$ 11.16
High School Intern (<i>after 11/5/14</i>)	\$ 9.18	\$ 9.64	\$ 10.12	N/A	N/A

Effective the first full pay period beginning after July 1, 2014

APPENDIX A

Public Service Employees' Association Part Time Monthly Salary Schedule

	A	B	C	D	E
Principal Management Analyst	\$ 42.04	\$ 44.15	\$ 46.35	\$ 48.67	\$ 51.11
Senior Management Analyst	\$ 34.67	\$ 36.40	\$ 38.22	\$ 40.13	\$ 42.14
Management Analyst	\$ 28.58	\$ 30.01	\$ 31.51	\$ 33.09	\$ 34.74
Management Assistant	\$ 23.82	\$ 25.01	\$ 26.26	\$ 27.57	\$ 28.95
Reference Librarian	\$ 20.11	\$ 21.11	\$ 22.17	\$ 23.28	\$ 24.44
Librarian	\$ 20.11	\$ 21.11	\$ 22.17	\$ 23.28	\$ 24.44
Management Aide	\$ 19.92	\$ 20.92	\$ 21.96	\$ 23.06	\$ 24.21
Program Specialist	\$ 18.98	\$ 19.93	\$ 20.92	\$ 21.97	\$ 23.07
Film Liaison	\$ 18.88	\$ 19.82	\$ 20.81	\$ 21.85	\$ 22.95
Fire Prevention Specialist	\$ 17.37	\$ 18.24	\$ 19.15	\$ 20.11	\$ 21.12
Management Intern (<i>Incumbent</i>)	\$ 17.37	\$ 18.24	\$ 19.15	\$ 20.11	\$ 21.12
Management Intern (<i>after 11/5/14</i>)	\$ 17.37	\$ 18.24	\$ 19.15	N/A	N/A
Recreation Camp Director	\$ 17.37	\$ 18.24	\$ 19.15	\$ 20.11	\$ 21.12
Maintenance Assistant	\$ 16.33	\$ 17.14	\$ 18.00	\$ 18.90	\$ 19.84
Lead Transportation Driver	\$ 16.33	\$ 17.14	\$ 18.00	\$ 18.90	\$ 19.84
Secretary	\$ 15.72	\$ 16.50	\$ 17.33	\$ 18.19	\$ 19.10
Transportation Driver	\$ 15.18	\$ 15.94	\$ 16.74	\$ 17.58	\$ 18.45
Parking Control Aide	\$ 11.54	\$ 12.11	\$ 12.72	\$ 13.35	\$ 14.02
Recreation Leader III	\$ 11.48	\$ 12.06	\$ 12.66	\$ 13.29	\$ 13.96
Site Manager	\$ 10.88	\$ 11.43	\$ 12.00	\$ 12.60	\$ 13.23
Typist Clerk II	\$ 10.88	\$ 11.43	\$ 12.00	\$ 12.60	\$ 13.23
Recreation Leader II	\$ 10.43	\$ 10.96	\$ 11.50	\$ 12.08	\$ 12.68
Intern (<i>Incumbent</i>)	\$ 10.07	\$ 10.57	\$ 11.10	\$ 11.65	\$ 12.24
Intern (<i>after 11/5/14</i>)	\$ 10.07	\$ 10.57	\$ 11.10	N/A	N/A
Typist Clerk I	\$ 9.89	\$ 10.38	\$ 10.90	\$ 11.45	\$ 12.02
Police Cadet	\$ 9.74	\$ 10.23	\$ 10.74	\$ 11.28	\$ 11.84
Accounting Clerk	\$ 9.71	\$ 10.20	\$ 10.71	\$ 11.24	\$ 11.81
Recreation Leader I	\$ 9.49	\$ 9.96	\$ 10.46	\$ 10.99	\$ 11.54
Library Aide II	\$ 9.36	\$ 9.83	\$ 10.32	\$ 10.84	\$ 11.38
Library Aide I	\$ 9.36	\$ 9.83	\$ 10.32	\$ 10.84	\$ 11.38
Crossing Guard	\$ 9.36	\$ 9.83	\$ 10.32	\$ 10.84	\$ 11.38
High School Intern (<i>Incumbent</i>)	\$ 9.36	\$ 9.83	\$ 10.32	\$ 10.84	\$ 11.38
High School Intern (<i>after 11/5/14</i>)	\$ 9.36	\$ 9.83	\$ 10.32	N/A	N/A

Effective the first full pay period beginning after July 1, 2015

APPENDIX A

Public Service Employees' Association Part Time Monthly Salary Schedule

	A	B	C	D	E
Principal Management Analyst	\$ 42.04	\$ 44.15	\$ 46.35	\$ 48.67	\$ 51.11
Senior Management Analyst	\$ 34.67	\$ 36.40	\$ 38.22	\$ 40.13	\$ 42.14
Management Analyst	\$ 28.58	\$ 30.01	\$ 31.51	\$ 33.09	\$ 34.74
Management Assistant	\$ 23.82	\$ 25.01	\$ 26.26	\$ 27.57	\$ 28.95
Reference Librarian	\$ 20.11	\$ 21.11	\$ 22.17	\$ 23.28	\$ 24.44
Librarian	\$ 20.11	\$ 21.11	\$ 22.17	\$ 23.28	\$ 24.44
Management Aide	\$ 19.92	\$ 20.92	\$ 21.96	\$ 23.06	\$ 24.21
Program Specialist	\$ 18.98	\$ 19.93	\$ 20.92	\$ 21.97	\$ 23.07
Film Liaison	\$ 18.88	\$ 19.82	\$ 20.81	\$ 21.85	\$ 22.95
Management Intern (<i>Incumbent</i>)	\$ 18.06	\$ 18.96	\$ 19.91	\$ 20.91	\$ 21.95
Management Intern (<i>after 11/5/14</i>)	\$ 18.06	\$ 18.96	\$ 19.91	N/A	N/A
Fire Prevention Specialist	\$ 17.37	\$ 18.24	\$ 19.15	\$ 20.11	\$ 21.12
Recreation Camp Director	\$ 17.37	\$ 18.24	\$ 19.15	\$ 20.11	\$ 21.12
Maintenance Assistant	\$ 16.33	\$ 17.14	\$ 18.00	\$ 18.90	\$ 19.84
Lead Transportation Driver	\$ 16.33	\$ 17.14	\$ 18.00	\$ 18.90	\$ 19.84
Secretary	\$ 15.72	\$ 16.50	\$ 17.33	\$ 18.19	\$ 19.10
Transportation Driver	\$ 15.18	\$ 15.94	\$ 16.74	\$ 17.58	\$ 18.45
Recreation Leader III	\$ 12.05	\$ 12.65	\$ 13.29	\$ 13.95	\$ 14.65
Parking Control Aide	\$ 11.54	\$ 12.11	\$ 12.72	\$ 13.35	\$ 14.02
Intern (<i>Incumbent</i>)	\$ 11.32	\$ 11.89	\$ 12.48	\$ 13.10	\$ 13.76
Intern (<i>after 11/5/14</i>)	\$ 11.32	\$ 11.89	\$ 12.48	N/A	N/A
Typist Clerk II	\$ 11.06	\$ 11.61	\$ 12.19	\$ 12.80	\$ 13.44
Recreation Leader II	\$ 11.04	\$ 11.59	\$ 12.17	\$ 12.78	\$ 13.42
Site Manager	\$ 10.88	\$ 11.43	\$ 12.00	\$ 12.60	\$ 13.23
Police Cadet	\$ 10.36	\$ 10.88	\$ 11.42	\$ 11.99	\$ 12.59
Accounting Clerk	\$ 10.34	\$ 10.86	\$ 11.40	\$ 11.97	\$ 12.57
Library Aide II	\$ 10.21	\$ 10.72	\$ 11.26	\$ 11.82	\$ 12.41
Recreation Leader I	\$ 10.03	\$ 10.53	\$ 11.06	\$ 11.61	\$ 12.19
Typist Clerk I	\$ 10.00	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16
Library Aide I	\$ 10.00	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16
Crossing Guard	\$ 10.00	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16
High School Intern (<i>Incumbent</i>)	\$ 10.00	\$ 10.50	\$ 11.03	\$ 11.58	\$ 12.16
High School Intern (<i>after 11/5/14</i>)	\$ 10.00	\$ 10.50	\$ 11.03	N/A	N/A

Effective December 28, 2015

APPENDIX A

Public Service Employees' Association Part Time Monthly Salary Schedule

	A	B	C	D	E
Principal Management Analyst	\$ 42.89	\$ 45.03	\$ 47.28	\$ 49.65	\$ 52.13
Senior Management Analyst	\$ 35.36	\$ 37.13	\$ 38.99	\$ 40.94	\$ 42.98
Management Analyst	\$ 29.15	\$ 30.61	\$ 32.14	\$ 33.75	\$ 35.43
Management Assistant	\$ 24.29	\$ 25.51	\$ 26.78	\$ 28.12	\$ 29.53
Reference Librarian	\$ 20.51	\$ 21.53	\$ 22.61	\$ 23.74	\$ 24.93
Librarian	\$ 20.51	\$ 21.53	\$ 22.61	\$ 23.74	\$ 24.93
Management Aide	\$ 20.32	\$ 21.33	\$ 22.40	\$ 23.52	\$ 24.70
Program Specialist	\$ 19.36	\$ 20.32	\$ 21.34	\$ 22.41	\$ 23.53
Film Liaison	\$ 19.26	\$ 20.22	\$ 21.23	\$ 22.29	\$ 23.40
Management Intern (<i>Incumbent</i>)	\$ 18.42	\$ 19.34	\$ 20.31	\$ 21.32	\$ 22.39
Management Intern (<i>after 11/5/14</i>)	\$ 18.42	\$ 19.34	\$ 20.31	N/A	N/A
Fire Prevention Specialist	\$ 17.72	\$ 18.61	\$ 19.54	\$ 20.51	\$ 21.54
Recreation Camp Director	\$ 17.72	\$ 18.61	\$ 19.54	\$ 20.51	\$ 21.54
Maintenance Assistant	\$ 16.65	\$ 17.48	\$ 18.36	\$ 19.28	\$ 20.24
Lead Transportation Driver	\$ 16.65	\$ 17.48	\$ 18.36	\$ 19.28	\$ 20.24
Secretary	\$ 16.03	\$ 16.83	\$ 17.67	\$ 18.56	\$ 19.49
Transportation Driver	\$ 15.49	\$ 16.26	\$ 17.07	\$ 17.93	\$ 18.82
Recreation Leader III	\$ 12.29	\$ 12.91	\$ 13.55	\$ 14.23	\$ 14.94
Parking Control Aide	\$ 11.77	\$ 12.36	\$ 12.97	\$ 13.62	\$ 14.30
Intern (<i>Incumbent</i>)	\$ 11.55	\$ 12.12	\$ 12.73	\$ 13.37	\$ 14.03
Intern (<i>after 11/5/14</i>)	\$ 11.55	\$ 12.12	\$ 12.73	N/A	N/A
Typist Clerk II	\$ 11.26	\$ 11.82	\$ 12.42	\$ 13.04	\$ 13.69
Site Manager	\$ 11.10	\$ 11.66	\$ 12.24	\$ 12.85	\$ 13.49
Recreation Leader II	\$ 10.64	\$ 11.18	\$ 11.73	\$ 12.32	\$ 12.94
Police Cadet	\$ 10.57	\$ 11.10	\$ 11.65	\$ 12.23	\$ 12.84
Accounting Clerk	\$ 10.55	\$ 11.07	\$ 11.63	\$ 12.21	\$ 12.82
Library Aide II	\$ 10.41	\$ 10.93	\$ 11.48	\$ 12.06	\$ 12.66
Recreation Leader I	\$ 10.23	\$ 10.74	\$ 11.28	\$ 11.84	\$ 12.44
Typist Clerk I	\$ 10.20	\$ 10.71	\$ 11.25	\$ 11.81	\$ 12.40
Library Aide I	\$ 10.20	\$ 10.71	\$ 11.25	\$ 11.81	\$ 12.40
Crossing Guard	\$ 10.20	\$ 10.71	\$ 11.25	\$ 11.81	\$ 12.40
High School Intern (<i>Incumbent</i>)	\$ 10.20	\$ 10.71	\$ 11.25	\$ 11.81	\$ 12.40
High School Intern (<i>after 11/5/14</i>)	\$ 10.20	\$ 10.71	\$ 11.25	N/A	N/A

Effective the first full pay period beginning after July 1, 2016

EXHIBIT B

City of South Pasadena

MANAGEMENT INTERN (Part-Time)

Purpose

Under direct supervision, may provide complex and simple staff assistance to the department on program planning; conduct studies and develop recommendations on methods, procedures and general administrative processes; assists the public in person and on the phones; and other special projects as assigned.

Distinguishing Characteristics

This is a part-time entry-level class within the Management Analyst series.

Examples of Duties

Assist with data analysis, maintenance of administrative files and records, research, report writing, personnel processes and procedures, posting of public notices, and special projects as assigned. May be giving specific tasks depending on which department the employee is assigned to.

Employment Standards

Education/Experience:

Current enrollment in an accredited university with major coursework in Political Science, Public Administration or a related field. Experience should reflect exposure in the general office field and familiarity with word processing. Junior, Senior or Graduate preferred.

Knowledge of:

Knowledge of Modern office procedures, Public Administration principles and proficient with Microsoft Word, Excel, PowerPoint and Publisher.

Ability to:

Read, write and understand documents; communicate effectively with customers, department personnel, supervisors, and the general public verbally and in writing. Operate standard office equipment, including a computer; attention to detail; establish and maintain working relationships with employees, City officials, and the public.

Physical Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the job essential functions.

Work is performed mostly in office settings. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is occasionally required to stand or sit, walk, use hands and finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms. The employee may occasionally be required to climb or balance, stoop, kneel, crouch, or crawl, talk or hear.

The employee may be required to lift and/or move up to 25 pounds. Specific vision abilities required by this job include close, distance, color, peripheral, and depth perception vision, and the ability to adjust focus.

Special Requirements:

Possession of a valid Class "C" California Driver's License.

Working Conditions

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

Depending on the department that the employee is assigned the job duties, the employee may occasionally work in outside weather conditions. The employee may occasionally be exposed to wet and/or humid conditions, or airborne particles.

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

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

FLSA Status

Non-exempt

11/5/2014

EXHIBIT C

City of South Pasadena

INTERN (Part-Time)

Purpose

This is an entry-level position giving incumbents the opportunity to learn office processes, terminology, and equipment. Tasks are, therefore, routine and general in nature, and the employee receives close supervision.

Examples of Duties

Answers and makes telephone calls; acts as receptionist; provides general information to callers and visitors; filing; photocopying; mailing; faxing; designing flyers and brochures, compiling information; and assists as needed.

Employment Standards

Education/Experience:

High School diploma or equivalent required; no experience required.

Knowledge of:

English grammar, spelling, and conversation; simple mathematical computations; Microsoft Office.

Ability to:

Type at a rate of 35 words per minute; Ability to relate tactfully and effectively with the public, employees and volunteers; Ability to learn general clerical work and do detailed work accurately; Ability to follow oral and written directions and establish and maintain cooperative relations with all levels of staff and City officials.

Physical Demands

Ability to coordinate eyes, hands, and fingers in typing; exert light to moderate physical effort; and exert sufficient force to lift, carry, push, pull, or otherwise move objects.

Working Conditions

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. Computer terminal is used on a regular basis.

FLSA Status

Non-exempt

11/5/2014

EXHIBIT D

City of South Pasadena

HIGH SCHOOL INTERN (Part-Time)

Purpose

This is an entry-level position giving incumbents the opportunity to learn office processes, terminology, and equipment. Tasks are, therefore, routine and general in nature, and employee receives close supervision.

Examples of Duties

Answers and makes telephone calls; acts as receptionist; provides general information to callers and visitors; filing; photocopying; mailing; faxing; compiling information; assists as needed.

Employment Standards

Education/Experience:

Must be at least 16.5 years old; no experience required.

Knowledge of:

English grammar, spelling, and conversation; simple mathematical computations; Microsoft Word and Excel.

Ability to:

Learn general clerical work; follow oral and written directions; establish and maintain cooperative relations with all levels of staff and City officials.

Physical Demands

Ability to coordinate eyes, hands, and fingers in typing; exert light to moderate physical effort; and exert sufficient force to lift, carry, push, pull, or otherwise move objects.

Working Conditions

Environment is generally clean with limited exposure to conditions such as dust, fumes, odors, or noise. Computer terminal is used on a regular basis.

FLSA Status

Non-exempt

11/5/2014

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ATTACHMENT 5

Resolution of the City Council of the City of South
Pasadena Establishing Compensation and Benefits
for Management Employees

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
ESTABLISHING COMPENSATION AND BENEFITS
FOR MANAGEMENT EMPLOYEES**

WHEREAS, all employees within the management classification listed in the attached "Exhibit A," are unrepresented and serve at the will of the City, without any property right in their continued employment with the City of South Pasadena; and

WHEREAS, the City Council has set a priority to establish salaries at a level that both attracts and retains the most qualified staff while carefully managing scarce resources; and

WHEREAS, the City Manager has reviewed the compensation package applicable to the managers and has evaluated it in the context of the current fiscal environment; and

WHEREAS, the City Council finds that the compensation adjustments set forth in this resolution are reasonable, and address the recruitment, retention and fiscal needs of the City.

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

SECTION 1: Approve management benefits as set forth in "Exhibit A" and approve the management salary schedule as set forth in "Exhibit B" in substantially the form as presented in this Council meeting agenda item.

SECTION 2. This resolution supersedes Resolution No. 7310.

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

PASSED, APPROVED AND ADOPTED ON this 5th day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 5th day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

EXHIBIT A

MANAGEMENT BENEFITS

The following shall be the classifications, compensation and benefit plan for management employees:

SECTION 1. TERM

The following established classifications, salaries and benefits of employment for management employees shall be in effect upon adoption by the City Council.

SECTION 2. CLASSIFICATIONS

Police Chief
Public Works Director
Fire Chief
Assistant City Manager
Deputy Fire Chief
Finance Director
Planning & Building Director
Police Captain
Community Services Director
City Librarian
Deputy Director of Public Works
Fire Division Chief
Principal Management Analyst
Assistant Finance Director
Chief Deputy City Clerk
Human Resources Manager
Public Works Operations Manager
Water Operations Manager
Executive Assistant
Community Services Supervisor

SECTION 3. SALARY

The salaries for management employees shall be those contained in Exhibit B, "Management Salary Schedule."

SECTION 4. RETIREMENT

A. The City agrees to participate in the California Public Service Employees' Retirement System (CalPERS). Classic CalPERS safety members (Police Chief, Fire Chief, Deputy Fire Chief, Fire Division Chief and Police Captains) i.e., those that do not qualify as "new" members under the California Public Employees' Pension Reform Act of 2013

(“PEPRA” or “AB 340”) shall participate in the 2%@50 plan with single highest year compensation. Per AB 340, new CalPERS safety members shall participate in the 2.7%@57 plan with the highest average annual pensionable compensation earned during a period of 36 consecutive months rather than single highest year. For all non-safety Management employees, Classic CalPERS members shall participate in the 2%@55 plan with single highest year final compensation and per AB 340, new members shall participate in the 2.0%@62 plan with highest average annual pensionable compensation earned during a period of 36 consecutive months.

B. Classic members are statutorily subject to a member contribution rate of 7% (nonsafety) or 9% (safety) of compensation and shall pay that rate. New members shall pay 50% of normal cost (as determined by CalPERS) as their member contribution.

C. The City’s plan shall provide the sick leave conversion benefit.

SECTION 5. RETIRED EMPLOYEE’S MEDICAL COVERAGE

Employees who became annuitants prior to July 1, 2012 shall receive City payment of 100% of the medical insurance premium for the retired employee only, with said payment not exceeding the premium requirement for insurance programs offered through CalPERS, both prior to and after becoming Medicare eligible. All employees who retire on and after July 1, 2012, shall receive a City retiree medical contribution as prescribed in Government Code Section 22892, as that amount may from time to time be adjusted upward and/or downward. As of July 1, 2011, said amount for Management employees is \$715.00 monthly.

SECTION 6. DEFERRED COMPENSATION

The City shall pay the equivalent of 1% of each management employees’ salary into a deferred compensation plan.

SECTION 7. SICK LEAVE

A. Sick leave shall be earned at the rate of eight (8) hours per month of service to the City.

B. Management employees may accrue unlimited sick leave.

C. At the employee’s termination, the accumulated sick leave hours shall have no cash value.

SECTION 8: CONVERSION TO CALPERS SERVICE CREDIT

Upon retirement, employees may convert unused accumulated sick leave to service credits based on the formula set forth by CalPERS. According to CalPERS, in order to receive sick leave credit, the employees’ retirement date must be within 120 days from the date of separation from the City.

SECTION 9. BEREAVEMENT LEAVE

A. Bereavement leave shall be granted by the City Manager for the death of a spouse, parents, step-parents, child, step-child, grandparents, grandchildren, brothers, and/or sisters, for three work days per each fiscal year.

B. Additional occurrences shall be deducted from the employee's own sick leave.

C. Bereavement leave may be used not only for attendance at funerals, but for time spent in assisting in the preparation of funerals.

SECTION 10. MANAGEMENT LEAVE

A. Employees shall receive 80 hours of management leave each fiscal year.

B. Employees may cash out up to sixty (60) hours of unused Management Leave during a fiscal year. Consistent with the City's practice of granting Administrative or Management Leave prospectively, cash out of unused Management Leave is an annual compensation benefit for management staff, and as such will be distributed prospectively during the course of each fiscal year in accordance with this resolution.

C. Beginning July 1, 2014, employees can cash out up to thirty (30) hours of Management Leave, should they elect to do so, during a special payroll that will occur between the first and second regular payrolls in July of each year, and may cash out another thirty (30) hours of Management Leave, should they elect to do so, during a special payroll that will occur between the first and second regular payrolls in December of each year.

D. Unused or non-cashed out management leave may not at any time be carried over to the next fiscal year.

SECTION 11. VACATION

A. Vacation shall be accrued based on the years of service as follows:

1 – 5 years	120 hours
6 – 10 years	128 hours
11 – 15 years	136 hours
16 – 20 years	152 hours
Over 20 years	160 hours

B. Employees who have achieved more than twenty years of service with the City as of the date of this resolution and whose vacation benefits are subject to the terms of this resolution as of July 7, 1999 shall be allowed to accrue vacation pursuant to the schedule contained in City Council Resolution No. 6558.

C. Employees with twenty years of service with South Pasadena and who are appointed to management positions after July 7, 1999 shall

receive vacation benefits in accordance with the provisions of Section 11A above.

D. Employees subject to this resolution shall endeavor to take annual vacation leave equal to the time accrued. An employee's accrued vacation shall be capped at two years' worth of vacation hours. Employees will cease accruing vacation hours until the accrued hours fall below the maximum accumulation allowed. Employees may carry over up to two (2) years accumulation of vacation time.

SECTION 12. HOLIDAYS

Employees shall receive the following eleven paid holidays per fiscal year:

1. January 1 – New Year's Day
2. 3rd Monday in January – Martin Luther King, Jr. Birthday
3. 3rd Monday in February – President's Day
4. Last Monday in May – Memorial Day
5. July 4 – Independence Day
6. 1st Monday in September – Labor Day
7. 2nd Monday in October – Columbus Day
8. November 11 – Veteran's Day
9. 4th Thursday in November – Thanksgiving Day
10. Friday after Thanksgiving – Substitute for Admission's Day
11. December 25 – Christmas Day

If a holiday falls on a Saturday, the previous Friday shall be deemed the holiday and City Hall will be closed. If a holiday falls on a Sunday, the following Monday shall be deemed the holiday and City Hall will be closed.

B. Management employees shall receive two (2) floating holidays per fiscal year. Floating holidays may not be carried over to the next fiscal year.

SECTION 13. INSURANCE

- A. City paid medical insurance coverage is provided up to \$715 per month.
- B. City paid dental coverage is provided up to \$75 per month.
- C. City paid vision care coverage is provided up to \$20 per month.
- D. City paid life insurance policy in the sum of \$50,000 provided.
- E. City paid accidental death & dismemberment insurance policy in the sum of \$50,000 provided. Additional coverage up to \$500,000 available at employee's expense.

SECTION 14. LONG TERM DISABILITY

A. For full-time employees who have been employed by the City for six months, the City shall provide long-term disability coverage under a self-insured status. The City may require reasonable proof of the disabling illness and retains the right to define "long term disability." The City will pay two-thirds of the employee's monthly salary effective the day disability is approved and for the duration the employee continues to be disabled or for one year, whichever is less.

B. There is a 30-day elimination period during which the employee must use his or her accrued sick leave. If the employee has less than 30 days of accrued sick leave, the employee may choose to use other accrued leave or take the remaining days unpaid.

C. Benefits shall be paid for one year for the approved disability. The City Manager may, upon review of the nature of the disability, grant up to one additional year of disability benefits.

D. The City shall continue to pay all of the insurance premiums listed in Section 13 during the City-recognized period of long term disability.

SECTION 15. UNIFORMS

Full-time Fire Chief, Police Chief and Police Captains shall receive \$1,000 annually for the cleaning of and maintenance of their uniforms. Full-time Deputy Fire Chief and Fire Division Chief shall receive \$675 annually for the cleaning of and maintenance of their uniforms.

SECTION 16. WORK SCHEDULE

9/80 work schedule available.

EXHIBIT B

MANAGEMENT SALARY SCHEDULE

	A	B	C	D	E	F	G
Police Chief	\$ 9,644	\$ 10,126	\$ 10,632	\$ 11,164	\$ 11,722	\$ 12,308	\$ 12,923
Public Works Director	\$ 9,226	\$ 9,687	\$ 10,171	\$ 10,680	\$ 11,214	\$ 11,775	\$ 12,363
Fire Chief	\$ 8,863	\$ 9,306	\$ 9,771	\$ 10,260	\$ 10,773	\$ 11,311	\$ 11,877
Assistant City Manager	\$ 8,799	\$ 9,239	\$ 9,701	\$ 10,186	\$ 10,695	\$ 11,230	\$ 11,791
Deputy Fire Chief	\$ 8,482	\$ 8,906	\$ 9,351	\$ 9,819	\$ 10,310	\$ 10,825	\$ 11,367
Finance Director	\$ 8,383	\$ 8,802	\$ 9,242	\$ 9,704	\$ 10,189	\$ 10,699	\$ 11,234
Planning & Building Director	\$ 7,895	\$ 8,290	\$ 8,704	\$ 9,140	\$ 9,597	\$ 10,076	\$ 10,580
Police Captain	\$ 7,852	\$ 8,244	\$ 8,656	\$ 9,089	\$ 9,544	\$ 10,021	\$ 10,522
Community Services Director	\$ 7,500	\$ 7,875	\$ 8,269	\$ 8,682	\$ 9,116	\$ 9,572	\$ 10,051
City Librarian	\$ 7,464	\$ 7,837	\$ 8,229	\$ 8,641	\$ 9,073	\$ 9,526	\$ 10,003
Deputy Director of Public Works	\$ 7,457	\$ 7,830	\$ 8,222	\$ 8,633	\$ 9,065	\$ 9,518	\$ 9,994
Fire Division Chief *	\$ 7,380	\$ 7,749	\$ 8,136	\$ 8,543	\$ 8,970	\$ 9,419	\$ 9,890
Principal Management Analyst	\$ 7,215	\$ 7,576	\$ 7,955	\$ 8,352	\$ 8,770	\$ 9,209	\$ 9,669
Assistant Finance Director	\$ 6,232	\$ 6,543	\$ 6,870	\$ 7,214	\$ 7,574	\$ 7,953	\$ 8,351
Public Works Operations Manager	\$ 6,232	\$ 6,543	\$ 6,870	\$ 7,214	\$ 7,574	\$ 7,953	\$ 8,351
Water Operations Manager	\$ 6,232	\$ 6,543	\$ 6,870	\$ 7,214	\$ 7,574	\$ 7,953	\$ 8,351
Chief Deputy City Clerk	\$ 6,232	\$ 6,543	\$ 6,870	\$ 7,214	\$ 7,574	\$ 7,953	\$ 8,351
Human Resources Manager	\$ 6,232	\$ 6,543	\$ 6,870	\$ 7,214	\$ 7,574	\$ 7,953	\$ 8,351
Executive Assistant	\$ 5,014	\$ 5,265	\$ 5,528	\$ 5,805	\$ 6,095	\$ 6,400	\$ 6,720
Community Services Supervisor	\$ 4,220	\$ 4,431	\$ 4,652	\$ 4,885	\$ 5,129	\$ 5,385	\$ 5,655

*Special arrangement for additional hours	\$ 42.57	\$44.70	\$46.93	\$49.28	\$51.74	\$54.33	\$57.05
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Effective the first full pay period after July 1, 2014

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ATTACHMENT 6
Management Assistant Job Description

City of South Pasadena

**Management Assistant
(Full-time & Part Time)**

Purpose

Under general supervision, provides primary support for a department or division, performing a wide range of secretarial and clerical work; and performs other related duties as required.

Distinguishing Characteristics

This is the entry/intermediate-level class in the Management Analyst series. This class performs the more routine analytical work that requires a minimum of previous administrative experience. Employees in this class assist higher-level management or supervisory staff in various management tasks and projects covering a range of issues. A Management Assistant reports to a department head or other management staff.

Examples of Duties

The duties listed below are examples of the work typically performed by employees in this class. An employee may not be assigned all duties listed and may be assigned duties that are not listed below:

Assists management in the following areas: basic research, studies, surveys, and data gathering; implementation of policies, procedures, and practices; monitoring and coordination of the daily operation of assigned project; planning and administering City events and special projects; processing of department invoices and purchase orders; responding to departmental and residents' inquiries; monitoring of contract compliance; may manage small to intermediate scale projects in complexity and may serve as staff liaison to Commissions and Committees.

Employment Standards

Education/Experience:

Any combination of education and/or experience that has provided the knowledge, skills, and abilities necessary for acceptable job performance. Graduation from accredited college or university with a bachelor's degree in public administration or policy, political science or a related field is desirable. At least one-year of increasingly complex analytical or administrative experience with a governmental agency, preferably within a municipal setting is desirable.

Knowledge of:

Ability to read, write and understand English language documents; to communicate effectively with customers, department personnel, supervisor, and the general public verbally and in writing; proficiency with Microsoft Office programs, specifically Outlook, Word, and Excel.

Ability to:

Communicate effectively both verbally and in writing; work with minimal supervision; understand, interpret and apply related concepts; independently complete a variety of assignments.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

This is essentially a desk job. Physical demands include occasional lifting up to 25 pounds, some reaching, bending, walking, stooping, and squatting. Strength, dexterity, coordination and vision to use keyboard and video/computer display terminal. Ability to hear and speak to the general public, and City staff on the telephone and in person. Hand and eye coordination are needed to operate office equipment.

Special Requirements:

Possession of a valid Class "C" California Driver's License.

Working Conditions

Generally clean work environment with limited exposure to conditions such as dust, fumes, odors or noise. Requires traveling throughout the City and adjacent areas, and the attendance of occasional night meetings.

FLSA Status

FLSA—Non-exempt

11/5/2014

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City of South Pasadena Agenda Report

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 5, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Hilary Straus, Assistant City Manager *HS*
Jeannie Chiu, Management Analyst *JC*
SUBJECT: **Approval of Vehicle Use Policy and Fleet Safety Policy**

Recommendation

It is recommended that the City Council approve the Vehicle Use Policy and Fleet Safety Policy.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

During the City's application process to join California State Association of Counties Excess Insurance Authority (CSAC-EIA), a loss prevention and safety program evaluation was conducted, and as a result of the risk management evaluation, the City is required to develop a driver and fleet safety program.

Analysis

The proposed Vehicle Use Policy and Fleet Safety Policy were drafted per CSAC-EIA's recommendation. The policies will clarify issues in regard to employees' usage of City vehicles and their own personal vehicles for business purposes. In addition, the policies will provide guidance on the proper use and maintenance of City fleet vehicles.

Subject to the City Council's approval, copies of the policies will be given to all employees and the new policies will be incorporated into the Employee Handbook.

Key elements of each policy are:

Vehicle Use Policy

- City vehicles are to be driven by authorized employees.

- Employees' use of their privately own vehicle for City business must be authorized by their supervisor. Proof of insurance is required before any privately owned vehicle can be authorized for City business.
- Employees who drive City owned vehicles shall complete a defensive driver training course.
- Employee shall obey all Federal, State and local laws while operating City owned or privately owned vehicles on official City business.
- Any accident involving a City owned vehicle, employee shall summon medical care for any injured parties, notify law enforcement agencies and notify his/her supervisor.
- Employees that operate City owned or privately owned vehicles on City business will be enrolled in the Department of Motor Vehicles (DMV) Pull Notice Program. Assistant City Manager (ACM) or ACM designees shall review driving records for violation points assigned by the DMV for citations or vehicular accidents.

Fleet Safety Policy

- Department Heads and Supervisors have the responsibility to implement and enforce the Fleet Safety Policy; general employees have the responsibility to adhere to the overall fleet safety program.
- City to provide orientation and training on vehicle safety rules, best practices and procedures to employees.
- Employees shall follow vehicle emergency breakdown procedure.

These policies set the standards for managing and operating City vehicles as well as personal vehicles when used on City business. Employees of the City's Transit Program are to follow the additional guidelines established in the "Community Transit Programs Policy and Procedures" when driving City vehicles, which are regulated by U. S. Department of Transportation.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

1. Vehicle Use Policy
2. Fleet Safety Policy

ATTACHMENT 1
Vehicle Use Policy

City of South Pasadena Vehicle Use Policy

VEHICLE USE POLICY

I. PURPOSE

This policy establishes procedures regarding the use of City of South Pasadena owned and employee owned vehicles operated during the course of City business. Use of City owned vehicles shall be relied upon as the primary means of vehicle usage, as it provides the greatest control over operating costs, usage, maintenance, inspection, and insurance.

II. AUTHORITY

This policy has been approved by the City in matters regarding the use of vehicles operated during the course of City business. This policy does not apply to commercial motor vehicles.

III. POLICY

A. Definitions

Accident Kit: An information packet that should be kept in the vehicle's glove box to include a pen, Driver's Report of Accident, Information Exchange cards, Witness cards, and first response instructions after an accident.

City Business: Activities that require the use of a vehicle and are authorized by the employee's supervisor. In the use of personal vehicles, City business also means that the operator is being reimbursed for mileage expenses according to Internal Revenue Service guidelines.

City Owned Vehicle: A vehicle owned by the City, and assigned on a shared, designated, or permanent basis.

Commercial Motor Vehicle: A motor vehicle or combination of vehicles designed or used for the transportation of persons or property for compensation.

Non-Preventable Accident: The vehicle operator did everything reasonably possible to prevent the accident.

Preventable Accident: The vehicle operator failed to do everything reasonably possible to prevent the accident.

Privately Owned Vehicle: A personally owned vehicle used by an employee, whether owned by the employee or not.

Vehicle Operator: An employee who is operating a City owned vehicle or a personally owned vehicle on City business.

- B. The City shall maintain a list of employees required to drive City owned or privately owned vehicles on City business, and shall be responsible for overseeing the implementation of driver training programs and ensuring that employees attend required training.
- C. The Human Resources Manager or HR Manager Designee shall coordinate driver training programs and maintain attendance records. The Human Resources Manager shall ensure that evidence of insurance and driver's license information are maintained in each employee's file. The Human Resources Manager shall receive and record Department of Motor Vehicles Pull Notice reports and notify supervisors when necessary.
- D. The Assistant City Manager (ACM) or ACM's Designee shall review accident to determine whether it was preventable or non-preventable, and make disciplinary recommendations.
- E. The Assistant City Manager or ACM's Designee shall routinely monitor the driving of each employee while performing the job-related driving responsibilities. Supervisors shall review driving records as part of each employee performance evaluations. Supervisors shall report accidents as indicated in Section IX.
- F. City employees shall promptly provide insurance and driver license information when notified that their job duties include driving a City owned or privately owned vehicle. Employees will comply with the requirements of this policy. Failure to comply may result in disciplinary action, up to and including termination.

IV. VEHICLE TYPES AND USE

A. Use of City owned vehicles

1. City owned vehicles are categorized and restricted based upon type and use:
 - a) Vehicles kept overnight at City facilities, assigned for use on a shared or designated basis for daily City business. Personal use is expressly prohibited.
 - b) Vehicles assigned to managers on a permanent basis, used for daily commuting to and from the City. According to the Internal Revenue Service, commuting to and from work and other incidental personal usage is not official use, and reported as taxable income.
 - c) Clearly marked police or fire vehicles and unmarked law enforcement vehicles are considered Qualified Non personal Use Vehicles. According to the Internal Revenue Service, employees are not subject to taxation on the use of these vehicles.

- d) Vehicles for emergency or on-call use, authorized for use to and from work to respond on a 24-hour basis. Employees authorized to operate emergency or on-call vehicles may make reasonable, but limited stops before and after work shifts for traveling to and from work.
2. Only City employees are authorized to operate City owned vehicles. Police Department volunteers may drive City vehicles under the direction of the Police Chief or Police Chief designees.
3. City owned vehicles are for transporting employees whose duties require a motor vehicle, and other persons to conduct business activities important to City interests. Only for official city business can family members, friends or others be transported in City owned vehicles. This also applies to employees authorized to commute to and from the City or for emergency on-call use.
4. Employees who are permanently assigned a City owned vehicle or assigned department use of a vehicle are responsible for ensuring that only those persons with a valid driver's license and on official City business are allowed the use of the City owned vehicle.
5. The City of South Pasadena operates a smoke-free facility. Employees may not smoke while on duty on City property or in City vehicles at any time.

B. Use of Privately Owned Vehicles

The use of an employee's personal vehicle may be preferable and more efficient for use if a City owned vehicle is not available. Under those circumstances, the following policy will apply:

1. An employee may use his or her privately owned vehicle for City business upon authorization by the supervisor. The ACM or ACM's designee will obtain an Accident Kit to be kept with the privately owned vehicle while conducting City business.
2. Employees who regularly use their own privately owned vehicles on City business must notify their insurance company of such use. Each employee is responsible for maintaining their vehicle in a safe operable condition, and maintaining accurate maintenance records.
3. Employees using a privately owned vehicle shall maintain accurate records of the purpose and extent of travel, and submit reimbursement claims per the City's reimbursement policy. The mileage allowance is intended to cover the employee's cost of operating and insuring the vehicle on City business. The employee is responsible for all operating expenses of the privately owned vehicles including but not limited to, gasoline, oil, maintenance, wear and tear, depreciation and insurance.

4. The City is not liable for any damage to an employee's privately owned vehicle, unless caused by the City's negligence (employee's negligence excepted). Employees are responsible for notifying his/her supervisor, the Department of Motor Vehicles, and the employee's insurance company in case of an accident. If an employee is responsible for an accident while driving a City owned or personally owned vehicle, he or she is responsible for any increase in his or her personal automobile insurance premium.

V. DRIVER TRAINING

- A. Employees who drive City owned vehicles shall complete a defensive driver training course. Consideration should be given to other employees who regularly use privately owned vehicles for their essential job functions.
- B. New employees shall complete a defensive driver training at the first available course date after the commencement of employment.
- C. Employees who change assignments to include driving a City owned vehicle are required to complete a defensive driver training program.
- D. Employees required to participate in defensive driver training shall repeat training at least once every three years.

VI. GENERAL GUIDELINES

- A. Employees shall obey all Federal, State and local laws while operating City owned or privately owned vehicles on official City business.
- B. Employees operating a City owned or privately owned vehicle shall ensure that all persons in the vehicle use seat belts and are properly adjusted before starting the engine.
- C. When transporting cargo, materials or tools, the vehicle operator is responsible for securing such items
- D. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating. An exception to this shall be vehicles designed and equipped for passengers outside the cab area.
- E. Any injuries sustained by the vehicle operator or other employees while operating a vehicle on City business shall be covered by workers' compensation.
- F. When the vehicle operator is determined to be involved in a preventable accident, the Assistant City Manager or ACM's designee shall recommend disciplinary action subject to review and approval by the supervisor.

- G. Alcoholic beverages and drugs shall not be transported or placed in any City owned or privately owned vehicle.
- H. Any employee operating a City owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle while under the employee's control.
- I. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor.
- J. No employee shall operate a City owned vehicle found to be in an unsafe condition.

VII. USE OF ELECTRONIC DEVICES

Safe driving practices as well as the California Vehicle Code require the use of a hands-free device while using cell phones during the operation of a motor vehicle. Employees shall refrain from operating laptop computers, navigational devices and any other device that may cause vehicle driver distraction while operating a vehicle in the course of conducting City business.

VIII. RENTAL VEHICLES

When it is necessary for a City employee to use a rental vehicle for City business, the employee shall use a City approved rental company. Optional loss damage coverage should be purchased from the rental company at the time of rental.

IX. ACCIDENT REPORTING REQUIREMENTS

Any accident involving a City owned vehicle, rented or leased vehicle or privately owned vehicle used in the performance of City business shall be reported as follows:

- A. The vehicle operator shall summon medical care for any injured parties.
- B. The vehicle operator shall notify appropriate law enforcement agencies.
- C. The vehicle operator shall collect information about the other parties involved by completing the "Accident Report" located in the City owned vehicle's glove box.
- D. The vehicle operator shall notify his/her supervisor. The supervisor shall be responsible for initiating the departmental investigation of the accident, completing all required City reports and recommend action to the risk manager. In the event of bodily injury, an Incident Report form shall be completed by the supervisor and submitted to the Human Resources Department.
- E. The supervisor shall notify the City's risk manager.

- F. The vehicle operator must report the accident to the DMV if more than \$750 in property damage, or anyone was injured (no matter how slight) or killed. The report must be filed, whether the vehicle operator caused the accident or not and even if the accident occurred on private property. The report must be made on the California Traffic Accident Report, form SR 1, and must be made within ten days of the accident. If the report is not filed with the DMV, the vehicle operator's driving privilege will be suspended. The police or California Highway Patrol will not file this report.¹

X. INSURANCE REQUIREMENTS

Proof of insurance is required before any privately owned vehicle can be authorized for City business, and shall be provided annually to the Human Resources Manager and no later than January 31 of each year.

- A. Employees who receive a monthly vehicle allowance or are authorized to use privately owned vehicles on City business shall maintain coverage in an amount not less than \$100,000 per person/ \$300,000 per occurrence (or a combined single limit of \$300,000) and property damage coverage in an amount not less than \$25,000 per occurrence², unless otherwise approved in writing by the Assistant City Manager.
- B. California Insurance Code §11580.9 states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.
- C. The City shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident.
- D. In the event of an accident, the employee is responsible for paying any deductible required by the insurance company.
- E. If insurance coverage is canceled, terminated, lapsed, or curtailed for any reason, the employee must notify the immediate supervisor and the vehicle shall not be used for City service.

¹ California Vehicle Code, Section, 16000(b) – A report is not required under subdivision (a) if the motor vehicle involved in the accident was owned, or leased by, or under the direction of, the United States, this state, another state, or a local agency.

² California Insurance Code, Section 11580b, sets the minimum liability insurance requirements for private passenger vehicles: \$15,000 for injury/death to one person, \$30,000 for injury/death to more than one person, \$5,000 for damage to property.

- F. When an employee operating a City owned vehicle is involved in an accident, defense and settlement of any claim shall be the responsibility of the , to the maximum protection limit. If an employee operating a City owned vehicle is sued independently as a result of an at-fault accident, the may provide coverage to that employee if the accident qualifies as a covered occurrence.
- G. With the exception of sworn police and fire employees, should an employee using a privately owned vehicle on City business be involved in an accident resulting in injury or property damage, the employee's own insurance carrier shall respond to defend the employee. Should a claim exceed the limits of the employee's own insurance, the liability protection program would respond in an excess capacity if the accident qualifies as a covered occurrence.
- H. Sworn police and fire employees operating their privately owned vehicles at the request or direction of the City in the performance of their duties must report the accident to their private automobile insurer, but the City shall be considered the owner of the vehicle for the purpose of liability and defense of the claim. If it is later determined that the City did not direct or request the employee to use their private vehicle when the loss occurred, the City and employee will provide notice to the insurance company so the City can be reimbursed.

XI. DRIVER'S LICENSE

- A. City employees authorized to use City owned or privately owned vehicles on City business must possess a valid California driver's license and provide proof of licensing upon hire.
- B. City employees must maintain a driver's license for the class of vehicle to be driven.
- C. An employee whose driver's license is suspended or revoked for any reason must notify their supervisor no later than the first workday following suspension or revocation of their driver's license. Such employee shall not be allowed to operate any City owned or privately owned vehicles on City business.
- D. Employees who possess temporary driving permits or hardship licenses shall not be permitted to operate City or privately owned vehicles in the performance of official City duties.

XII. REVIEW OF DRIVING RECORD

- A. The City shall enroll employees that operate City owned or privately owned vehicles on City business in the Department of Motor Vehicles (DMV) Pull Notice Program. In addition, volunteers for the Wheels on Meals home delivery program shall also participate in the DMV Pull Notice Program. When a vehicle operator has received a violation, the DMV assigns points according to the type of violation, and automatically sends notification to the City. Appendix B contains a list of violation point counts.

- B. In compliance with Vehicle Code Section 1808.47, information received from the DMV shall be used solely for the intended purpose, and kept in locked storage. Under no circumstances shall addresses or other personal information be given to a third party.
- C. Employees accumulating four or more points in a 12 month period or six in a 24 month period or eight in a 36 month period may have City driving privileges suspended at the discretion of the Department Director. The Human Resources Manager shall notify the Department Director when a driving record meets this threshold.
- D. Employees involved in a preventable collision or demonstrating questionable driving capabilities shall be required to attend remedial training in defensive driving. An employee may be regarded as having questionable capabilities based on a review of points assigned by the DMV for citations or vehicular accidents.
- E. Employees involved in preventable accidents or have a disqualifying action taken against their driver's license shall be subject to disciplinary action, the severity determined by the nature of the offense and the employee's past driving and disciplinary action records.
- F. Employees involved in two or more preventable accidents within a 36 month period while operating a City owned or privately owned vehicle in the performance of official City business shall be subject to disciplinary action up to and including suspension of City driving privileges and termination.
- G. Employees convicted of driving while under the influence of drugs or alcohol (DUI) or refusing to submit to a lawful roadside sobriety test are subject to disciplinary action up to and including suspension of City driving privileges.
- H. Intentional abuse, moving violations, reckless operation, or negligent actions while operating any vehicle may result in the suspension of employee driving privileges and further disciplinary action.
- I. Temporary or permanent suspension of City driving privileges for employees whose position requires operation of a vehicle shall be considered a loss of the ability to perform an essential job function.
- J. If an employee has City driving privileges suspended, the City shall attempt to arrange for the employee to perform the essential functions of the job. If such accommodation is not possible or creates an unreasonable hardship for the City or coworkers, loss of City driving privileges shall be considered just cause for reassignment to a position that does not require operation of a vehicle at a pay rate commensurate with that position. If no such position is open, the employee may be terminated.

XIII. ACKNOWLEDGEMENT

Upon receipt of this policy, employees shall sign a form acknowledging that he or she is aware of this policy, including the legal issues arising out of the use of his or her privately owned vehicle on City business.

XIV. REFERENCES

Vehicle Code Sections 464, 1808.47, 12810, 16056, 27315

Insurance Code §11580.9

Appendix A
Employee Acknowledgement of Vehicle Usage Policy

This is to acknowledge that I have received a copy of the City of South Pasadena Vehicle Usage Policy and that I have read the policy and understand my rights and obligations under the Policy.

I understand that this Policy represents only current policies, procedures, rights and obligations and does not create a contract of employment. Regardless of what the Policy states or provides, the City retains the right to add, change or delete provisions of the Policy and all other working terms and conditions without obtaining another person's consent or agreement.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

PRINT FULL NAME _____

SIGNED _____

DATE _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)

**Appendix B
Common California Vehicle Code Violations
Used In Negligent Operator Counts**

Violation Point Assessment

Violation points are assigned to Vehicle Code sections and any other code section, or city or county ordinance, involving the safe operation of a motor vehicle. Any violation occurring as a pedestrian or a bicyclist has no point assigned. The department may suspend and place on probation, or revoke, the driving privilege of a negligent operator.

Per Vehicle Code section 12810.5a, a Class C negligent operator has

- 4 or more points in 12 months,
- 6 in 24 months, or
- 8 in 36 months.

Although a Class A or B driver without a special certificate may be allowed 2 additional points, a violation received in a commercial vehicle carries 1 1/2 times the point count normally assessed (12810.5b VC). A minor, under 18 years of age, may receive a 30-day restriction for 2 points in 12 months, or be suspended for 3 points in 12 months (12814.6 VC).

One Point Count California Vehicle Code Violations

Section	Violation
2800	Disobedience to traffic officer
2800.1	Evading peace officer
2801	Disobedience to fire official
2803, 2803a, 2803b, 2803c	Unsafe vehicle load
2815	Disregarding non-student crossing guard
2816	Youth bus/children crossing highway
2817	Disregarding funeral escort officer
2818	Crossing safety flares/cones
14601.5	Driving, suspended/revoked for refusing test
14603	Violation of license restrictions
21100.3	Disregarding traffic officer's directions
21209, 21209a	Driving in bicycle lane
21367, 21367a, 21367b, 21367c	Disobedience to traffic signs/controller
21451, 21451a, 21451b	Illegal movement/green light/arrow
21452, 21452a	Illegal movement/yellow light/arrow
21453, 21453a, 21453b, 21453c	Illegal movement/red/light/arrow
21454, 21454a - d, 21455	Traffic signals
21457, 21457a, 21457b	Disobedience to flashing signals
21460a, 21460b	Double lines/one broken line
21460.5c	Use of two-way left turn lane
21461, 21461a, 21462	Disobedience to traffic control device

21650, 21650a - f	Keep right
21651, 21651a	Crossing divided highway
21652	Entering highway from service road
21654, 21654a, 21654b, 21655, 21655b	Lane use/slow moving vehicle
21655.8	High-occupancy vehicle lane/entering/exiting
21656 - 21662, 21662a, 21662b	Improper lane use
21663	Driving on sidewalk
21664	Freeway ramp/entering/exiting
21700	Load obstructing driver's view
21701	Interfering with driver's control of vehicle
21702, 21702a, 21702b	Driving hours limitation
21703, 21704, 21704a, 21705, 21706	Following too closely
21707	Driving in fire area
21709	Driving in safety zone
21711	Towed vehicle swerving
21712, 21712a, 21712d, 21712f, 21715, 21715a, 21715b	Unlawful riding/towing
21717	Turning across bicycle lane
21750 - 21757, 21758, 21759	Illegal passing
21800 - 21804, 21804a, 21804b	Right-of-way
21805, 21805b	Yielding right-of-way to horseback rider
21806, 21806a	Yielding right-of-way to emergency vehicle
21807	Unsafe operation of emergency vehicle
21950, 21950a, 21951, 21952	Yielding right-of-way to pedestrian
21954, 21954b	Due care for pedestrian on roadway
21960a	Prohibited use of freeway
21963	Yielding right-of-way to blind pedestrian
22100 - 22105	Turning and U-turns
22106	Unsafe starting/backing of vehicle
22107 - 22111, 22111a, 22111b, 22111c	Signaling turns and stops
22112, 22112a	School bus signaling
22348, 22348a, 22348c	Speed/use of designated lanes
22349, 22349.5	Maximum speed
22350, 22351, 22352, 22352a, 22352b	Basic/prima facie speed limit
22354, 22355	Exceeding posted/freeway speed limit
22356, 22356b	Maximum speed 70 mph
22357, 22358.4	Speed in excess of local limits
22359, 22360, 22361	Speed in excess of local limits
22362	Speed/construction zone
22363	Restricted speed/weather conditions

22364	Speed/traffic lanes
22400, 22400a, 22400b	Driving too slow
22405, 22405a	Speed/bridge/tunnel
22406, 22407	Maximum designated vehicle speed
22409, 22410	Speed/solid/metal tires
22413	Speed limit on grades
22450, 22451, 22452, 22452a, 22452b	Stop required/railroad crossing
22454	Stop for school bus
23109, 23109b, 23109d	Speed contest/aiding or abetting
23116, 23116a	Transporting person in truck load space
23127	Driving on trails and paths
23220	Drinking while driving
23222, 23222a, 23222b	Marijuana or open container/driving
23235	Ignition interlock verification
23244, 23244b	Defeating ignition interlock device
23253	Disobedience to toll highway officer
23270, 23270a	Unauthorized towing
23330, 23330c	Width/load of vehicle at crossing
23336	Disobedience to sign/vehicle crossing
24002, 24002a, 24002b	Unsafe/unlawfully equipped vehicle
24004	Operation after notice by officer
24250	Lighting equipment
24409, 24409a, 24409b	Failure to dim lights
24604	Lamps/flag for extended load
25103, 25103a, 25103b	Lamps on projecting load
26301, 26302, 26302a, 26302b, 26302c	Brakes
26303, 26304, 26304a, 26304b	Brakes/combination vehicles
26307	Forklift truck brakes
26311, 26311a, 26311b, 26311c	All wheel service brakes
26456, 26457	Brakes/stopping distance
26458, 26458a, 26458.5	Braking system/towing vehicles
26502a	Adjustment/use of air brakes
26503 - 26506, 26506a, 26507	Airbrake system
26508, 26508a - c, 26508e - k, 26508o	Emergency stopping system
26520, 26521, 26522	Vacuum brakes
27360, 27360a - c, 27360.5, 27360a - c	Child Passenger restraint
27363, 27363b	Child seat belt
27800, 27801, 27801a, 27801b	Motorcycle/passengers and equipment
29001, 29002	Fifth wheel connecting/locking device
29003a, 29003b, 29003c	Hitch and coupling device

29004, 29004a - c, 29006, 29006a	Towed vehicle coupling
29201	Pole dolly/load and length
31301, 31301a	Caldecott tunnel restrictions
31303, 31303b, 31303c, 31303e	Hazardous waste transportation
31402	Farm labor vehicle/unsafe operation
31540, 31504b	Removable containers/regulations
31614, 31614a, 3164b, 31614d - f 31614h, 31614i	Explosives transportation
32104, 32104a, 32104b, 32105, 32105a, 32105c-e	Inhalation hazard transportation
32106, 32106a - d	Inhalation hazard transportation
34102	Tank vehicle regulations
34501.2, 34501a, 34501c	Driving hours limitations
34506, 34506a - g	Driving hours, equipment, maintenance, operation
34506.3	Safety regulation violation
34509, 34509c, 34509d	Vanpool vehicle maintenance inspection
35784, 35784a, 35784b	Violation of special permit
35784.5, 35784a, 35784b	Extralegal load/weight
36400	Lift-carrier/speed
36705	Bale wagon load width during darkness

Two Point Count California Vehicle Code Violations

Section	Violation
2800.2, 2800.3	Evading peace officer/reckless driving
14601, 14601a, 14601 b, 14601.1- 14601.4	Driving while suspended/revoked
20001, 20001a 20002, 20002a, 20002b	Hit and run/injury/property damage
21651b	Driving wrong side/divided highway
22348b	Speed over 100 MPH
23103, 23103a, 23103 b	Reckless driving
23104, 23104a	Reckless driving/causing bodily injury
23109a, 23109c	Speed contest /exhibition of speed
23140, 23140a, 23140b	Minor driving with BAC of 0.05% or more
23152, 23152a-d	DUI/alcoholic beverage or drugs
23153, 23153a-d	DUI/causing bodily injury or death
31602, 31602a, 31602b, 31602c	Explosives transportation

Other Common California Code Violations Used In Negligent Operator Count

Section	Code	Violation	Points
49307 or 12059	Education	Disobedience to school safety patrol	1
191.5a, 192c1-192c4, 192.3c, 192.3d	Penal	Vehicular manslaughter with gross negligence	2
192c, 192.3, 192.3a, 192.3b	Penal	Vehicular manslaughter without gross negligence	1
27176	Streets and highways	Speeding on Golden Gate Bridge	1

One Point Count Out of State Violations

Section	Violation	Section	Violation
01	Speed/too fast or over speed limit	34	Entering/exiting from thoroughfare
03	Speed/too slow or failure to turn out	40	Illegally modified vehicle
04	Passing/illegal, improper or unsafe	45	Explosives transportation
05	Following too close	51	Equipment/unsafe, illegal or defective
06	Failure to yield right-of-way	58	Driving while impaired
07	Illegal/unsafe use or change of lanes	61	Child passenger seat restraint
08	Turns/illegal or unsafe	67	Defective headlights
09	Signaling/improper or no signal	69	Following emergency vehicle unlawfully
10	Failure to obey traffic control device	70	Using vehicle for felony/aiding or abetting
11	Crossing double lines/markers/dividers	72	Erratic driving/suddenly changing speeds
12	Wrong way on one-way street	73	Fleeing scene or evading arrest by turning lights off
13	Brakes	74	Unsafe operation of a vehicle
14	Lights	75	Driving off road/on shoulder/on sidewalk
21	Violation of restricted license	77	No required equipment/using prohibited equipment
26	Negligent/careless/inattentive driving	86	Felony involving commercial vehicle
27	Starting or backing/illegal or unsafe	87	Felony controlled substance/commercial vehicle
28	Driving in a prohibited area	88	Speeding 15 mph plus/commercial vehicle
30	Disobedience of lawful order	91	Illegal lane change/commercial vehicle

31	Towing/improper, unsafe or illegal	92	Following too closely/commercial vehicle
32	Obstructing driver's view or interfering	93	Fatal accident violation/commercial vehicle
33	Unlawful riding on motor vehicle		

Two Point Count Out of State Violations

Section	Violation	Section	Violation
02	Speed contest/aiding or abetting	38	DUI/dangerous drugs not narcotics
15	Reckless driving	46	Manslaughter without gross negligence
16	Reckless driving/injury	47	Manslaughter with gross negligence
17	Drunk driving	81	DUI/BAC 0.04% or more/commercial vehicle
18	Drunk driving/injury	82	DUI/commercial vehicle
19	Hit and run	84	DUI/controlled substance/commercial vehicle
20	Driving while suspended or revoked	85	Hit and run/commercial vehicle
37	DUI/narcotics	89-90	Reckless driving/commercial vehicle

Code of Federal Regulations Violations

Section	Violation	Points
36423 or 36FR46	DUI/alcoholic beverage or any drug	2

ATTACHMENT 2
Fleet Safety Policy

City of South Pasadena

Fleet Safety Policy

FLEET SAFETY POLICY

I. Purpose

The purpose of the Fleet Safety Policy is to prevent vehicle accidents and to promote safe driving practices while maintaining City of South Pasadena vehicles and heavy equipment in proper operating condition.

II. Policy

The Fleet Safety Policy serves as the uniform best practice standard governing the privilege of operating City of South Pasadena vehicles and/or heavy equipment within the scope of employment.

Failure to comply with this policy shall lead to disciplinary action up to and including termination.

III. Discussion

The Fleet Safety Policy applies to all City of South Pasadena full-time, part-time and seasonal employees. In addition to the provisions of this policy, all employees are required to comply with applicable Federal and California DOT motor vehicle and local traffic laws, and the established City of South Pasadena driving safety work rules, best practices and procedures.

IV. Procedures

A. Responsibilities

a. Department Heads

Department Heads have the responsibility to implement the adopted Fleet Safety Policy and overall Fleet Safety Program by:

1. Directing all supervisors and employees to endorse and comply with the adopted policy and program components.
2. Providing appropriate safety and financial resources.
3. Providing support and interest in the Fleet Safety Program.

b. Supervisors

Supervisors have the responsibility to:

1. Provide training to employees so that they are fully qualified to drive and maintain fleet vehicles and heavy equipment.
2. Ensure the safe operation of fleet vehicles in compliance with the overall Fleet Safety Program requirements.
3. Enforce the established Fleet Safety Policy's driving work rules, procedures, policies and best practices.

4. Thoroughly investigate all vehicle accidents and make recommendations to avoid future accidents.
 5. Demonstrate support and interest in the Fleet Safety Program.
- c. Employees
- Employees have the responsibility to:
1. Adhere to the directives of this Fleet Safety Policy and overall Fleet Safety Program.
 2. Participate in in-service training and apply their education and training to the safe operation of assigned vehicles and heavy equipment.
 3. Immediately report any changes to the status of their driver's license to their immediate supervisor, department director or Human Resources.
 4. Conduct required pre-trip inspection and maintenance forms.
 5. Report unsafe condition and/or mechanical defects.
 6. Report all accidents immediately to the supervisor, thoroughly complete the City of South Pasadena investigation report, and turn it in to his/her supervisor.
 7. Maintain a satisfactory driving record both on and off the job.
 8. Employees are required to obey all federal, California, local and City of South Pasadena traffic regulations.
 9. Seat belts **MUST BE WORN** while operating or riding in City of South Pasadena-owned commercial and fleet vehicles, personal vehicles while on duty, or when operating heavy equipment that has been equipped with a manufacturer's installed seat belt and a rollover protection (ROP) feature. Inoperative or missing seat belts and/or harnesses shall immediately be reported to the immediate supervisor. The vehicle or equipment shall not be operated until the repairs have been made. (Law enforcement personnel shall follow Department Policy as outlined in California Vehicle Code 27315.5).
 10. Employees who drive a vehicle are responsible for the daily inspection of the vehicle. If an employee is unfamiliar with the operation or maintenance of this vehicle, it is his/her responsibility to request information and instructions on the proper procedures from his/her immediate supervisor.

V. Use of City of South Pasadena Vehicles

The operation of City owned or leased vehicles and/or heavy equipment is a privilege/requirement, which may be withdrawn at any time at the sole discretion of the City. An employee must comply with the following fleet safety driving rules and best practices in order to continue this granted privilege/meet the requirement to operate vehicles and heavy equipment:

- a. Maintain an approved and valid California driver's license with the applicable classifications and endorsements at all times. Any loss or restriction of driving privileges during the employee's employment must be immediately reported to their immediate supervisor, department director or Human Resources.
- b. Employees who operate fleet automobiles, light trucks, and medium trucks **SHALL**

conduct a visual pre-trip inspection of the tires, brakes, headlights, taillights, directional lights, 4-way flashers, wipers, heater, and defroster on the vehicle at each fueling. The only exception to this will be Police, Fire and Community Transit Program vehicles, which will follow Departmental inspection guidelines.

- c. Employees who operate commercial vehicles SHALL conduct and document the required "Pre-trip/Post-trip Inspection" prior to and at the conclusion of operating on public roadways as required by federal DOT regulations.
- d. Engines SHALL BE stopped and ignition keys removed when parking or leaving City vehicles and/or heavy equipment.
- e. Individuals not employed by the City are NOT PERMITTED as passengers in fleet vehicles unless authorized by a Department Director, Human Resources or City Attorney's Office. If a Department Director is not sure of an acceptable deviation of the policy they should consult with the City Attorney's Office or Risk Management/Human Resources Department to determine acceptable risk levels.
- f. While fueling fleet vehicles and/or heavy equipment:
 - 1. Smoking is PROHIBITED while fueling.
 - 2. Engines SHALL BE turned OFF during the fueling operation. Leaving the vehicle unattended while fueling is PROHIBITED.
 - 3. Using an object to "lock the nozzle" on a fuel pump while fueling is PROHIBITED.
 - 4. Fuel leaks and/or spills (gasoline, diesel fuel, and hydraulic fluid) over one gallon SHALL BE reported immediately to the person responsible for safety so that an internal spill report can be completed.
- g. Non-emergency vehicles are PROHIBITED from parking in fire lanes or in front of fire hydrants while on job sites.
- h. Report any fleet vehicle and heavy equipment mechanical problems immediately. NEVER drive a fleet vehicle and/or operate heavy equipment that does not appear safe.
- i. Protective guards, deflectors and shields SHALL BE in place before starting and operating any heavy equipment.
- j. Heavy equipment SHALL BE properly maintained and inspected prior to each use.
- k. Employees SHALL BE properly trained and certified on specialty and heavy equipment prior to its use.
- l. Metal vehicle jack stands must always be used when working under a raised vehicle. Safety blocks to secure the body of a vehicle in a raised position must also be used. Never exceed the rated capacity of jack stands.
- m. The "3-POINT CONTACT" concept SHALL BE used when mounting and dismounting commercial vehicles, large specialty equipment, and heavy equipment. Jumping off vehicles and heavy equipment is PROHIBITED.

- n. Employees ARE NOT ALLOWED to tamper, over-ride or disconnect any manufacturer installed safety features and devices.
- o. All heavy or specialty equipment SHALL BE turned OFF under the following field conditions:
 - 1. Changing attachments
 - 2. Manually loading or unloading equipment
 - 3. Adjusting attachments
 - 4. In proximity of the general public
- p. Vehicle interiors are to be kept clean and free of rubbish.
- q. Excess material and debris SHALL BE CLEANED OFF after trailers and trucks are loaded prior to moving (i.e. trailer wheel fenders, bumpers, side panels, truck bed ledges, etc.).
- r. Riders and/or passengers ARE NOT ALLOWED on heavy equipment while it is moving unless authorized by a supervisor, department director or Human Resources.
- s. Vehicle and equipment steps, platforms, and deck plates SHALL BE kept clear of grease, oil, ice and mud.
- t. Loading and unloading of trailers:
 - 1. Loading and unloading of heavy or specialty equipment on trailers SHALL BE done on a level surface area.
 - 2. The "4-POINT TIE DOWN" practice and application of the emergency brake SHALL BE done when transporting large riding landscape and construction-type equipment on trailers. The combined strength of all cargo tie-downs (straps, chain, ropes, tensioning devices) must be strong enough to lift half the weight of the piece of cargo tied down.
 - 3. Cargo on trailers SHALL NOT exceed the load capacity of the trailer.
 - 4. Equipment attachments SHALL BE lowered and secured on trailers while transporting.

VI. Driver Orientation and Training

Orientation and training must supplement the employee's trial period to ensure attainment of the knowledge and skills necessary to perform the job in the manner expected, as well as to review the City of South Pasadena's policies and practices with each employee. The orientation and the type and amount of training that is needed will vary directly with the complexity of the job assignments, and the knowledge and experience level of the employee.

Immediate supervisors, or designated trainers, are responsible for orienting and training both new and current employees regarding the proper use, maintenance and operation of City vehicles and heavy equipment. The following components shall be thoroughly covered during the employee's orientation/trial period.

a. Vehicle Safety Rules, Policies, Procedures and Practices

Employees will be instructed before using the vehicles and/or heavy equipment for the first time on the following:

- Approved use of City vehicles
- Vehicle accident procedures
- Maintenance repair reporting process, procedures and mandatory forms
- Vehicle and/or heavy equipment field breakdown procedures
- Proper storage and parking procedures
- Fueling practices and mandatory forms
- Drug Free Workplace Policy
- Fleet safety driving rules and best practices

b. Vehicle Operation (Off Road)

Employees will be instructed on the proper use of vehicles and/or heavy equipment off road and the following:

- Proper use of the vehicle and/or heavy equipment's controls, features and attachments
- Procedures for operating vehicles or heavy equipment on the roadway
- Required inspection techniques and preventative maintenance practices
- Completing the mandatory inspection and maintenance forms
- Proper use of safety features and equipment
- Cargo loading, unloading, and tie-down practices
- Backing procedures and use of spotters

In addition, the City will provide ongoing in-service training programs which address the knowledge and skills necessary for all employees to perform in a satisfactory and safe manner.

VII. Vehicle and Heavy Equipment Maintenance and Care

It is the responsibility of each department or division head to ensure that all City owned or leased vehicles and heavy equipment assigned to their respective departments are in proper working condition at all times. The department or division head shall ensure that an orientation and training program is developed for vehicles and heavy equipment in his/her department. Routine checklists shall be developed and utilized for the vehicles and heavy equipment.

All supervisory personnel are accountable for the City assigned vehicles and heavy equipment. This accountability includes instruction of employees in the proper operation and preventative maintenance procedures and ensuring that routine vehicle inspections are performed on a pre-use basis and that inspection forms are completed and submitted in accordance with the established procedure.

VIII. Vehicle Emergency Breakdown Procedure

Employees are responsible for following the breakdown procedures whenever a vehicle becomes disabled in a public roadway:

- a. Get completely off the traveled roadway. Avoid curves, hills or where the view may be obstructed.
- b. Shut down the vehicle.
- c. Set the parking brake to prevent movement.
- d. Turn on the 4-way flashers. If reflective triangles are available, set them near the vehicle and at approximately 100' to warn approaching traffic.
- e. Call for assistance (Supervisor and Police if needed).
- f. Stay in and with the vehicle.

IX. Emergency Equipment and Supplies.

Supervisors and employees are required to maintain and ensure that all commercial vehicles are carrying the following emergency equipment:

- a. Reflective triangles
- b. Basic first aid kit
- c. Small multi-purpose dry fire extinguisher
- d. Proof of insurance
- e. Vehicle and trailer registration cards
- f. An Accident Kit information packet should be kept in the vehicle's glove box to include a pen, Driver's Report of Accident, Information Exchange cards, Witness cards, and first response instructions after an accident.
- g. Vehicle Inspection Form

**RECEIPT AND ACKNOWLEDGEMENT AND
UNDERSTANDING OF “FLEET SAFETY” POLICY FOR CITY
OF SOUTH PASADENA EMPLOYEES**

I, _____, acknowledge the receipt of a copy of the City of South Pasadena’s Fleet Safety Policy. I have read and familiarized myself with its contents and understand my responsibility to adhere to these policies.

I agree to follow the City of South Pasadena’s rules and procedures as outlined in this policy.

I understand I will not be penalized for reporting conduct that I believe is forbidden by these policies.

All of my questions relating to the City of South Pasadena’s Fleet Safety Policy have been answered.

I understand that should I have future questions, I may contact my supervisor, the Human Resources Division or the City Attorney’s Office.

Employee Signature

Date

Department

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City of South Pasadena Agenda Report

Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 5, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager 
FROM: David Batt, Finance Director 
SUBJECT: **Re-Appropriation of Fiscal Year (FY) 2013-14 Purchase Orders**

Recommendation

It is recommended that the City Council approve the re-appropriation of FY 2013-14 purchase orders into the City's FY 2014-15 expenditure budget.

Fiscal Impact

\$2,817,944.15 from FY 2013-14 purchase order balances will be "carried over" for expenditure in FY 2014-15. This does not alter the City's financial position over the two-year period.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The timing for many capital projects, capital equipment purchases and significant professional services does not smoothly correlate to the breaks between fiscal years. In these cases, the City is left with two options: 1) suspend expenditure activity at a predetermined point and re-budget the estimated remainder of the project in the following fiscal year; or 2) when goods or service will lag the accounting accrual period that ends in mid-September, the City can carry pre-existing purchase orders from the prior year into the next fiscal year and re-appropriate them into the new budget. Our organization utilizes both methods to complete its commitments and projects. Each method is an appropriate accounting practice.

Analysis

The attachment to this report specifies by account, vendor, fund, and amount the \$2,817,944.15 in encumbrances open at June 30, 2014, that are recommended for re-appropriation into the current FY 2014-15 Budget. Of this amount, \$1,007,659.97 pertains to the General Fund, and \$1,259,615.38 pertains to the Water Fund.

Re-appropriation will allow for the continuation and completion of these projects and services. Encumbrances for annual operating expenses are not re-appropriated. Below is a summary by Fund.

Purchase Order Re-Appropriations by Fund

Fund	Fund Description	Balance
101	General Fund	1,007,659.97
207	Proposition C	5,976.50
210	Sewer	4,203.00
230	Gas Tax	57,206.00
233	Measure R	342,574.00
238	MSRC Grant	6,296.50
245	TDA Grant	68,000.00
260	CDBG	2,680.00
272	COPS Grant	13,455.70
274	Homeland Security Grant	1,693.39
275	Park Impact Fees	43,289.00
310	Sewer Capital Projects	5,294.71
500	Water Fund	1,259,615.38
Total Re-Appropriations		\$ 2,817,944.15

Legal Review

The City Attorney has not been asked to review this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: FY 2013-14 Purchase Order Carryover Details

FY 2013/14 - Purchase Order Carryover Details

Fund	P.O.	Account Number	Dept	Vendor	Description	Balance
101	13173	101.2010.2013.8170	CM	Nelson Nygaard Consult. Assoc.	SR710 Transportation Consulting	9,004.00
	13301	101.6010.6410.8170	PW	DMR Team	Arroyo Seco Sewer Engin. Design Svcs.	11,098.00
	13341	101.9000.9374.9374	PW	JT Engineering	Construction Mgmt. & Inspection Svcs.	4,819.50
	13341	101.9000.9393.9393	PW	JT Engineering	Construction Mgmt. & Inspection Svcs.	3,053.70
	13343	101.9000.9394.9394	PW	Ninyo & Moore	Street Improvement Projects	3,124.12
	13343	101.9000.9391.9391	PW	Ninyo & Moore	Street Improvement Projects	2,723.62
	13343	101.9000.9393.9393	PW	Ninyo & Moore	Street Improvement Projects	1,263.51
	13348	101.9000.9391.9391	PW	GK & Associates	Construction Mgmt. & Inspection Svcs.	7,332.00
	13348	101.9000.9392.9392	PW	GK & Associates	Construction Mgmt. & Inspection Svcs.	5,452.00
	13348	101.9000.9394.9394	PW	GK & Associates	Construction Mgmt. & Inspection Svcs.	18,142.00
	14005	101.4010.4011.8170	PD	Commline, Inc.	Police Radio Maint. Svcs.	2,344.00
	14048	101.9000.9383.9383	PW	DMR Team	Engineering Design Svcs.	4,350.00
	14066	101.6010.2015.8170	PW	John L. Hunter Associates	NPDES / FOG Consulting Svcs.	1,362.75
	14079	101.9000.9307.9307	PW	Allsup Corp.	Design/Construction CNG Station Upgrade	6,296.50
	14099	101.9000.9358.9358	PW	DMR Team	Hawthorne St. Improvement Project	3,496.00
	14100	101.9000.9390.9390	PW	Cannon Associates	Street Improvement Projects	5,190.87
	14118	101.6010.6601.8520	PD	CBM Services	PD Showers & Counter	3,657.00
	14120	101.9000.9354.9354	PW	Fehr & Peers	Monterey Rd. Improvement Project	1,252.55
	14165	101.9000.9386.9386	PW	GK & Associates	Street Improvement Projects	95,625.00
	14205	101.9000.9358.9358	PW	DMR Team	Hawthorne St. Improvement Project	1,160.00
	14206	101.7010.7101.8170	PL	Historic Resources Group	Historic Preservation Consulting Svcs.	3,345.00
	14252	101.6010.6011.8170	PW	DMR Team	Engineering Design Svcs.	10,740.00
	14258	101.7010.7101.8020	PL	GRM Information Mgmt. Svcs.	Digitizing Rolled Plans Mgmt. Svcs.	16,365.75
	14264	101.7010.7101.8180	PL	Eckersall	Mapping Svcs.	1,000.00
	14275	101.5010.5011.8120	FD	WestNet	FD Alerting Maintenance Svcs.	2,220.41
	14290	101.5010.5011.8520	FD	Zoll Medical Corp.	FD Defibrillator	36,063.55
	14292	101.9000.9358.9358	PW	E.C. Construction	Hawthorne St. Improvement Project	291,147.75
	14293	101.9000.9358.9358	PW	JT Engineering	Hawthorne St. Improvement Project	20,390.00
	14294	101.9000.9383.9383	PW	GK & Associates	Orange Grove St. Improvement Project	1,035.00
	14300	101.4010.4011.8520	PD	Galls/Quartermaster	PD Body Armor	1,693.39
	14312	101.9000.9383.9383	PW	Toro Enterprises, Inc.	Orange Grove St. Improvement Project	321,533.00
	14328	101.1020.1021.8170	CC	Luna Imaging, Inc.	Scanning/Electronic Preservation Svcs.	19,754.00
	14329	101.3010.3011.8170	FIN	Revenue & Cost Specialists	Update Cost Allocation Plan & User Fee Study	24,000.00
	14331	101.9000.9000.9000	PW	McKelvey Construction	Information Technology Room Remodel	67,625.00
				Fund 101 Total		1,007,659.97
207	13341	207.9000.9390.9390	PW	JT Engineering	Construction Mgmt. & Inspection Svcs.	5,976.50
				Fund 207 Total		5,976.50
210	14087	210.6010.6501.8170	PW	Daniel Infocs	Sewer GIS Consulting Svcs.	4,203.00
				Fund 210 Total		4,203.00
230	14305	230.6010.6116.8540	PW	Star Ford Lincoln	Yard 2015 Crew Cab	57,206.00
				Fund 207 Total		57,206.00
233	13341	233.9000.9390.9390	PW	JT Engineering	Construction Mgmt. & Inspection Svcs.	119.00
	14292	233.9000.9358.9358	PW	E.C. Construction	Hawthorne St. Improvement Project	326,180.00
	14293	233.9000.9358.9358	PW	JT Engineering	Hawthorne St. Improvement Project	16,275.00
				Fund 233 Total		342,574.00
238	14079	238.9000.9307.9307	PW	Allsup Corp.	Design/Construction CNG Station Upgrade	6,296.50
				Fund 238 Total		6,296.50
245	14312	245.9000.9264.9264	PW	Toro Enterprises, Inc.	Orange Grove St. Improvement Project	68,000.00
						68,000.00
260	14236	260.9000.9264.9264	PW	Diana Cho & Associates	CDBG Sidewalk Labor Compliance Svcs.	2,680.00
				Fund 260 Total		2,680.00
272	14153	272.4010.4018.8520	PD	Galls/Quartermaster	PD Bike Patrol Uniforms	991.30
	14230	272.4010.4018.8180	PD	Hector Chaidéz	Predictive Policing Svcs.	12,464.40
				Fund 238 Total		13,455.70
274	14300	274.4010.4019.8520	PD	Galls/Quartermaster	PD Body Armor	1,693.39
				Fund 275 Total		1,693.39

FY 2013/14 - Purchase Order Carryover Details

Fund	P.O.	Account Number	Dept	Vendor	Description	Balance
275	14247	275.6010.6410.8170	CS	ICG, Inc.	Community Center Feasibility Study	43,289.00
Fund 275 Total						43,289.00
310	13302	310.9000.9379.9379	PW	Performance Pipeline Technologies	Sewer Video Inspection / Cleaning Svcs.	2,037.67
	14086	310.6010.6712.8333	PW	Dudek	Engineering Design Svcs.	3,257.04
Fund 310 Total						5,294.71
500	13169	500.9000.9265.9265	PW	Arcadis US Inc.	Wilson Reservoir Project	21,710.68
	13184	500.9000.9265.9265	PW	Pacific Hydrotech Corp	Wilson Reservoir Construction	910,597.97
	13190	500.6010.6711.8170	PW	Daniel Inloes	Water GIS System Svcs.	3,895.68
	13299	500.6010.6711.8170	PW	AKD Consulting	Water Facilities Mgmt. Svcs.	106,000.00
	13340	500.6010.6710.8020	PW	E.C. Construction	Street Improvement Projects	50,068.00
	13341	500.6010.6710.8020	PW	JT Engineering	Construction Mgmt. & Inspection Svcs.	423.00
	13345	500.6010.6711.8170	PW	Hoag Consulting	Connection Fee & City Surcharge Study	1,830.00
	14002	500.9000.9241.9241	PW	Geoscience	Geohydrologic Svcs.	11,970.00
	14286	500.6010.6710.8130	PW	Lawn Mower Corner	Water Distrib. Honda Generator	1,961.99
	14295	500.9000.9155.9155	PW	ARC Engineering	Structural/Seismic Evaluation Svcs.	25,980.00
	14305	500.6010.6710.8540	PW	Star Ford Lincoln	2015 Cab Truck	40,270.00
	14332	500.6010.6711.8110	PW	General Pump Co.	Remove/ Replace Wilson Well #4 Pump	36,108.06
	14333	500.9000.9241.9241	PW	General Pump Co.	Wilson Well #2 Testing	48,800.00
Fund 500 Total						1,259,615.38
Total						\$ 2,817,944.15

City of South Pasadena Agenda Report

*Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember*

*Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer*

COUNCIL AGENDA: November 5, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SM*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Discretionary Fund Request From Mayor Khubesrian in an Amount not to exceed \$650 for the Purpose of Providing Promotional Materials and Refreshments for the Community Screening of the Documentary, "Tough Guise 2"**

Recommendation

It is recommended that the City Council approve the request by Mayor Khubesrian designating up to \$650 for the purpose of providing promotional materials and refreshments for the community screening of the documentary, "Tough Guise 2."

Fiscal Impact

Funds are available in the FY 2014-15 Budget.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

In September 2004, the City Council approved the creation of discretionary spending budgets which allow each councilmember the opportunity to fund projects or purchases that might not otherwise be funded in the approved budget. The City Council adopted the FY 2014-15 budget with \$20,000 in the Discretionary Fund, \$4,000 designated for each councilmember/mayor. Discretionary funds must be used for a public purpose benefiting the City.

On August 17, 2011, the City Council approved Resolution No. 7174, establishing guidelines for discretionary budget accounts. The resolution states that all funds not expended during the fiscal year shall be carried over to subsequent fiscal years, up to a maximum carryover amount of \$10,000 per councilmember account. Said unallocated funds need not be encumbered by a purchase order in order to be carried over to the following fiscal year. The table below displays the current Discretionary Fund balances, and excludes the requests being considered in this staff report.

Analysis

Mayor Khubesrian requested approval for the use of discretionary funds at the October 15, 2014 City Council meeting. Councilmember Mahmud seconded the request.

Discretionary Fund Request for the Community Screening of the Documentary, "Tough Guise 2."

November 5, 2014

Page 2 of 3

"Tough Guise 2" is a documentary film that explores violence and manhood in our culture. The screening event is co-sponsored by the City, the South Pasadena High School, and the Police Officers' Association. Following the film, a community discussion will be moderated by Dr. Jackson Katz.

City Councilmembers Discretionary Funds Fiscal Year 2013/14						
Date		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	Prior Year Balance >	\$3,000	\$6,000	\$2,700		\$4,000
	Plus Current Year					
Pledged	Balance >	\$4,000	\$4,000	\$4,000	\$2,000	\$4,000
7/3/2013	Mural Project at Senior Center			(500)		
7/3/2013	Orange Grove Park Mural			350		400
10/2/2013	Nature Park Plants					500
11/20/2013	Nature Park Surveillance Camera					400
2/5/2014	Crossing Guard at Mission/Marengo	1,000				
3/19/2014	Dog Park Planning & Design	1,000				
4/9/2014	The Place Teen Center			500		
6/4/2014	Comm. Emergency Response Team		5,000			
	<i>YTD Appropriations</i>	<u>2,000</u>	<u>5,000</u>	<u>350</u>	<u>0</u>	<u>1,300</u>
Available at 6/30/14		\$5,000	\$5,000	\$6,350	\$2,000	\$6,700

City Councilmembers Discretionary Funds Fiscal Year 2014/15						
Date		<u>Cacciotti</u>	<u>Joe</u>	<u>Khubesrian</u>	<u>Mahmud</u>	<u>Schneider</u>
	Prior Year Balance >	\$5,000	\$5,000	\$6,350	\$2,000	\$6,700
	Plus Current Year					
Pledged	Balance >	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
9/2/2014	Tourn. of Roses Souvenir Booth	2,072				
9/2/2014	10th Anniversary of the Nature Park	250	250			
	<i>YTD Appropriations</i>	<u>2,322</u>	<u>250</u>	<u>0</u>	<u>0</u>	<u>0</u>
Available at 11/5/14		\$6,678	\$8,750	\$10,350	\$6,000	\$10,700

Discretionary Fund Request for the Community Screening of the Documentary, "Tough Guise 2."

November 5, 2014

Page 3 of 3

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

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City of South Pasadena Agenda Report

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 5, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Paul Toor, P.E., Public Works Director 
Antenah Tesfaye, Water Operations Manager

SUBJECT: **Award of a Contract to Eurofins Eaton Analytical, Inc., for Laboratory Testing and Analysis of Potable Water Samples**

Recommendation

It is recommended that the City Council:

1. Accept a proposal dated September 18, 2014, from Eurofins Eaton Analytical, Inc., for laboratory services for the analysis of water samples;
2. Reject all other proposals received; and
3. Authorize the City Manager to execute an agreement with Eurofins Eaton Analytical, Inc., for a not-to-exceed amount of \$22,516 for an initial one-year period, with an option to renew the contract for two additional one-year periods under the same terms and conditions.

Fiscal Impact

Sufficient funds are available in account 500-6711-8170 to fund these services. The total not-to-exceed cost for laboratory testing will be \$22,516 for the first year. If the agreement is extended for two additional one-year periods, the cumulative total not-to-exceed cost will be \$67,548.

Commission Review and Recommendation

This matter has not been reviewed by a Commission.

Background

The US Environmental Protection Agency (USEPA) and the California Department of Public Health (CDPH) require the City to monitor the quality of water at each water source and at selected locations throughout the distribution system in accordance with the Federal Safe Water Drinking Act and Title 22 of the California Code of Regulations. As part of the operations permit for the water utility, the City is required to take approximately 600 water samples annually to be tested by a certified laboratory.

Analysis

A request for proposals (RFP) was sent to three qualified firms in July 2014. Proposals were

Award of Contract to Eurofins for water analysis
November 5, 2014
Page 2 of 2

Test America, City of Orange
Weck Labs, City of Industry
Eurofins Eaton Analytical, Inc., Monrovia

Section 4526 of the Government Code states that professional services contracts are to be bid based on qualifications rather than on price:

§4526. Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying, or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

After ranking the proposals, staff negotiated the fee proposal with Eurofins Eaton Analytical, Inc., and they agreed to maintain their current annual fee for a period of three years. The proposed fees are just and reasonable for the proposed scope of work. Eurofins Eaton's Analytical, Inc., is a well-respected company and has done extensive laboratory testing for the City's water utility system in the past. Additionally, their close geographic proximity to the City of South Pasadena will ensure a quick response to any of our water testing needs. They are providing similar services to other agencies such as, City of Monrovia, Pasadena, and Coachella Valley Water District and are very familiar with all the State and Federal water analysis guidelines and requirements.

Legal Review

The City Attorney has reviewed this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Agreement

CITY OF SOUTH PASADENA
PROFESSIONAL SERVICES AGREEMENT
WITH
EUROFINS EATON ANALYTICAL, INC.

THIS AGREEMENT (“Agreement”) is made and entered into this day of , 2014 by and between the CITY OF SOUTH PASADENA, a municipal corporation (“City”) and EUROFINS EATON ANALYTICAL, INC. (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide as-needed laboratory services for the analysis of potable water samples as required by the California Department of Public Health (CDPH) and the United States Environmental Protection Agency (USEPA) as per the Scope of Work, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (“Scope of Services”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the “Scope of Services” attached hereto and incorporated into this Agreement as Exhibit “A.”

1.2. Professional Practices. All professional services to be provided by Consultant 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 professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this Agreement is under the direction of the City. Consultant 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 Consultant's performance of this Agreement.

1.3 Familiarity with Work. By execution of this Agreement, Consultant warrants that:

(1) It has thoroughly investigated and considered the work to be performed, based on all available information; and

(2) It carefully considered how the work should be performed; and

(3) It fully understands the difficulties and restrictions attending the performance of the work under this Agreement; and

(4) It has the professional and technical competency to perform the work and the production capacity to complete the work in a timely manner with respect to the scope of services.

1.4. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Consultant agrees that the services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily provided by an experienced and competent professional organization rendering the same or similar services. Evaluations of the work will be done by the City Manager or his designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.5. Warranty. Consultant 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; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' 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 Consultant's performance under this Agreement.

1.6. Non-discrimination. In performing this Agreement, Consultant 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. Consultant will take affirmative action to ensure that that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

1.9. Key Personnel. It is the intent of both parties to this Agreement that Consultant shall make available the professional services of Rick Zimmer, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance by City's Representative and the Agreement shall be amended to reflect the changes.

2.0. COMPENSATION AND BILLING

2.1. Compensation. The contractor shall be compensated based upon the services provided as per Scope of Services attached herewith as Exhibit "A".

Reimbursable Expenses: Reimbursable expenses shall be limited to actual expenditures of Consultant for expenses that are necessary for the proper completion of the services and shall only be payable if specifically authorized in advance by City.

2.2 Maximum Amount. The maximum amount payable under the terms of this Agreement, including expenses, will not exceed \$67,548, including two one year extensions. Consultant shall concurrently inform the City Representative of Consultant's estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant

expenditures required to complete its current assignments before proceeding, when the remaining work would exceed the maximum amount payable.

2.3. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal unless the City approves such additional services in writing prior to Consultant performing the additional services. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation are barred and are unenforceable.

2.4 Method of Billing. Within 10 calendar days following the end of the preceding month in which services are performed or expenses are incurred under this Agreement, Consultant shall submit an invoice to the City. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Any additional services approved and 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.

Consultant shall submit invoices to the City at the following address:

Paul Toor, Director of Public Works
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

The invoice submitted pursuant to this paragraph shall show the:

- 1) Project name/description;
- 2) Name and hours worked by each person who performed services during the billing period;
- 3) The title/classification under which they were billed;
- 4) The hourly rate of pay;
- 5) Actual out-of-pocket expenses incurred in the performance of services; and,
- 6) Other such information as the City may reasonably require.

2.5. Records and Audits. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up to date list of key personnel and telephone numbers for emergency contact after normal business hours. Records of Consultant's services relating to this Agreement and funds received from City 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 five (5) years from the date of performance of said services.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Time is of the essence in the performance of services under this Agreement. 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. All services required by Consultant under this Agreement shall be completed on or before the end of the term of the Agreement.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall be effective on December 1, 2014 (“Effective Date”) and shall remain in effect until November 30, 2017, unless earlier terminated as provided in Section 4.2 herein.

4.2. Notice of Termination. Notwithstanding the provision in paragraph 4.1 above, the 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, in its sole discretion, with thirty (30) days written notice to Consultant.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City’s written notice of termination unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. Such payment will be subject to City’s receipt of a close-out billing. 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, and to other documents pertaining to the services contemplated.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1 Consultant shall procure and maintain at all times during the term of this Agreement insurance as set forth in Exhibit “B” attached hereto. Proof of insurance shall consist of a Certificate of Insurance provided on IOS-CGL form No. CG 00 01 11 85 or 88 executed by Consultant's insurer and in a form approved by the City Attorney.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement, together with Exhibits "A" and "B" supersede any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement. Each party to this Agreement acknowledges that no representation by any party, which is not embodied herein, nor any other agreement; statement or promise not contained in this Agreement shall be valid and binding.

6.2. Representatives. For the purposes of this Agreement, the City shall be represented by the City Manager ("City Representative"), or such other person designated in writing by the City Manager. For the purposes of this Agreement, Consultant shall be represented by Mike Agbodo or such other person designated in writing by him and accepted by the City Representative. Consultant shall perform the Work described herein under the direction of the City Representative, who will approve the work plan specified herein, if required, prior to Consultant commencing the Work.

The City Representative shall have the authority and responsibility to perform the following tasks:

- (a) Provide interpretation of the scope and specifications for the work to be performed;
- (b) Monitor performance of the Work to ensure compliance with the Agreement;
- (c) Inspect performance against the Scope of Services, and report compliance and/or deficiencies;
- (d) Obtain and review Monthly Statements;
- (e) Suspend work in accordance with other provisions of this Agreement;
- (f) Issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement; and
- (g) Work directly with the Consultant in the performance of this Agreement.

Consultant's Representative shall be its agent in all consultations with City during the term of this Agreement. Consultant's Representative shall attend and assist in all coordination meetings called by City.

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. mail as reflected by the official U.S. postmark if such communication is sent through regular

United States mail.

Consultant shall notify City of changes in its address. The failure to do so, if such failure prevents City from locating Consultant, shall be deemed a waiver by Consultant of the right subsequently to enforce those provisions of this Agreement that require consultation or approval of Consultant. Notwithstanding this provision, City shall make every reasonable effort to locate Consultant when matters arise relating to Consultant's rights.

All communications in connection with this Agreement, sent through the U. S. Mail, must be addressed as follows:

IF TO CONSULTANT:

Rick Zimmer
Eurofins Eaton Analytical, Inc.
750 Royal Oaks Drive, Ste 100
Monrovia, CA.
91016-3629

IF TO CITY:

Paul Toor, Director of Public Works
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

6.4. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California. In the event of litigation in a U.S. District Court, exclusive venue shall lie in the Central District of California.

6.6. Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not voluntarily or by operation of law assign, transfer, sublet, or encumber all or any part of its interest in this Agreement or subcontract any services to be performed without amending this Agreement and/or receiving the prior written consent of City. Any attempted unauthorized assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.

6.7. Indemnification and Hold Harmless. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property. Consultant agrees to , indemnify, hold free and harmless, and when the City requests with

respect to a claim provide a deposit for the defense of, and defend the City, its elected and appointed officials, officers, agents, employees and volunteers, at Consultant's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit alleges or asserts as its basis the negligence, errors, omissions or misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents, employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees and volunteers, and/or authorized subcontractors are specifically named or otherwise asserted to be liable and when the City requests with respect to a claim provide a deposit for the defense of. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Section 6.7 and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

The obligations of Consultant under this Section 6.7 will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 6.7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, to the fullest extent permitted by law, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

6.8. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant 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 Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.9. Benefits. Consultant will not be eligible for any paid benefits for federal, social security, state workers' compensation, unemployment insurance, professional insurance, medical/dental, California Public Employees Retirement System ("PERS") or fringe benefits offered by the City.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an

employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. 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 Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City, without restriction or limitation upon its use or dissemination by City; no such written products shall be the subject of a copyright application by Consultant. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Consultant 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 Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement 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 qualifies as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The 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.

6.14. Release of Information. Consultant shall not make public information releases or otherwise publish information obtained or produced by it as a result of, or in connection with, the performance of services under this Agreement without the prior written authorization from the City Representative.

6.15. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its

officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.16. Economic Interest Statement. Consultant hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City hereunder, Consultant is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advise under this Agreement, prior to the commencement of work.

6.17. Political Activity/Lobbying Certification. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

6.18. Licenses, Permits, and Fees. Consultant shall obtain a City of South Pasadena Business License and any and all other permits and licenses required for the services to be performed under this Agreement.

6.19. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.20. 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. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.21. 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.

6.22. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.23. 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.

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

6.25. 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.

6.26. 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 made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.28. 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.

6.29. Taxpayer Identification Number. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W 9, as issued by the Internal Revenue Service.

6.30. Applicable Laws, Codes, and Regulations. Consultant shall perform all services described in accordance with all applicable laws, codes and regulations required by all authorities having jurisdiction over the Services.

6.31. Change in Name, Ownership or Control. Consultant shall notify the City Representative, in writing, of any change in name, ownership or control of Consultant.

Change of ownership or control of Consultant may require an amendment to the Agreement.

6.32. Covenants and Conditions. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

6.33. Use of City's Name. Consultant shall not publish or use any advertising, sales promotion, or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which City's name is used, or its identity implied without the City Representative's prior written approval.

6.34. Force Majeure. The respective duties and obligations of the parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

Dated: _____

THE CITY OF SOUTH PASADENA

By: _____
Sergio Gonzalez, City Manager

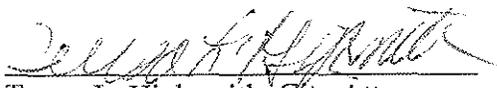
Dated: 10/10/2014

Eurofins Eaton Analytical, Inc.

By:  _____
Ed Wilson

Federal ID No. 46-0565341

APPROVED AS TO FORM:


Teresa L. Highsmith, City Attorney



Eaton Analytical

October 9, 2014

Mr. Anteneh Tesfaye
City of South Pasadena
1414 Mission Street
South Pasadena, CA 91030

Dear Anteneh:

Eurofins Eaton Analytical, Inc. is pleased to submit the enclosed revised cost proposal as a result of contract negotiations we mutually agreed to on September 18, 2014. The proposed change in the rate for 1,2,3-Trichloropropane analysis (from \$75 to \$60 per sample) will result in an additional \$600 in savings annually to the City. Eurofins is willing to keep prices fixed for 3 years without change and a not to exceed value of \$67,548.00 (based on the enclosed sample schedule) in any resulting Professional Services Agreement.

Thank you your continued consideration of Eurofins. We greatly appreciate the opportunity to work for you and the City of South Pasadena.

Sincerely,
EUROFINS EATON ANALYTICAL, INC.

A handwritten signature in black ink, appearing to read "Rick Zimmer", is written over the typed name.

Rick Zimmer
Senior Account Manager

BID SHEET - REVISED

CONSTITUENT	TEST METHOD	RL	TAT work days	QTY	UNIT PRICE	EXT'D PRICE	ANALYZING LAB
Coliform P/A	SM 9223	+/-	10	568	\$ 10	\$ 5,680	Eurofins
HPC	SM 9215	1 CFU/ml	10	8	\$ 15	\$ 120	Eurofins
Color, Odor, Turbidity	various	various	10	524	\$ 9	\$ 4,716	Eurofins
General Mineral	various	various	10	4	\$ 100	\$ 400	Eurofins
Nitrate as N	EPA 300.0	0.1	10	100	\$ 10	\$ 1,000	Eurofins
Perchlorate	EPA 314	2 ug/L	10	100	\$ 25	\$ 2,500	Eurofins
Lead and Copper	EPA 200.8	0.5ug/L and 2 ug/L	10	35	\$ 20	\$ 700	Eurofins
VOCs (Reg/Unreg)	EPA 524.2	0.5 ug/L	10	100	\$ 50	\$ 5,000	Eurofins
1,2,3-Trichloropropane	EPA 524.2m	0.005 ug/L	10	40	\$ 60	\$ 2,400	Eurofins
UCMR3 EP List 1	various	various	15	2	\$ -	\$ -	Eurofins
UCMR3 MR	various	various	15	2	\$ -	\$ -	Eurofins
Courier Pick Up				52	\$ -	\$ -	Eurofins
TOTAL PROPOSED COST:						\$ 22,516	

NOTE

General Mineral includes Al, Cu, Fe, Mn, Zn, Cations (Ca, Mg, Na, K), Cation Sum, Anions (NO3, NO2, Cl, SO4), Anion Sum, pH, Fluoride, Alkalinity (Total, Bicarb, Carbonate, Hydroxide), Corrosivity, Conductivity, MBAS, TDS and Total Hardness

UCMR3 EP List 1 includes VOCs, 1,4-Dioxane, PFCs, Metals, Chlorate, Hex Chrom + associated FBs (if required)

EXHIBIT "B"

INSURANCE REQUIREMENTS

Additional Insured Status: The Consultant shall obtain, maintain, and keep in full force throughout the duration of the term of the Agreement, liability insurance covering the Consultant and, with the exception of Professional Liability Insurance, designating City including its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants, as additional insured against any and all claims resulting in injury or damage to persons or property (both real and personal) caused by any aspect of the Consultant's work or operations in amounts no less than the following and with such deductibles as are ordinary and reasonable in keeping with industry standards. It shall be stated, in the Additional Insured Endorsement, that the Consultant's insurance policies shall be primary as respects any claims related to or as the result of the Consultant's work. Any insurance, pooled coverage or self-insurance maintained by the City, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Professional Liability Insurance \$1,000,000/\$2,000,000

General Liability:

a.	General Aggregate	\$2,000,000
b.	Products Comp/Op Aggregate	\$2,000,000
c.	Personal & Advertising Injury	\$1,000,000
d.	Each Occurrence	\$1,000,000
e.	Fire Damage (any one fire)	\$ 50,000
f.	Medical Expense (any one person)	\$ 5,000

Workers' Compensation:

a.	Workers' Compensation	Statutory Limits
b.	EL Each Accident	\$1,000,000
c.	EL Disease - Policy Limit	\$1,000,000
d.	EL Disease - Each Employee	\$1,000,000

Automobile Liability

a. Any vehicle, combined single limit \$1,000,000

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City. The Consultant shall provide thirty (30) days advance notice to City in the event of material changes or cancellation of any coverage. Certificates of insurance and additional insured endorsements shall be furnished to City thirty (30) days prior to the effective date of this Agreement. Refusal to submit such certificates shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement. If proof of insurance required under this Agreement is not delivered as required or if such insurance is canceled and not adequately replaced, City shall have the right but not the duty to obtain replacement insurance and to charge the Consultant for any premium due for such coverage. City has the option to deduct any such premium from the sums due to the Consultant.

Waiver of Subrogation: Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: Insurance is to be placed with insurers authorized and admitted to write insurance in California and with a current A.M. Best's rating of A-:VII or better. Acceptance of insurance from a carrier with a rating lower than A-:VII is subject to approval by City's Risk Manager. Consultant shall immediately advise City of any litigation that may affect these insurance policies.

Claims Made Policies:

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage: Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required

documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances: Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Nothing in this section shall construed to as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

City of South Pasadena/ Redevelopment Successor Agency Agenda Report

Marina Khubesrian, M.D., Mayor/Agency Chair
Robert S. Joe, Mayor Pro Tem/Agency Vice Chair
Michael A. Cacciotti, Council/Agency Member
Diana Mahmud, Council/Agency Member
Richard D. Schneider, M.D., Council/Agency Member

Evelyn G. Zneimer, City Clerk/Agency Secretary
Gary E. Pin, City Treasurer

COUNCIL AGENDA: November 5, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *JA*
FROM: David Batt, Finance Director *DB*
SUBJECT: **Approval of Prepaid Warrants in the Amount of \$1,121,681.83,
General City Warrants in the Amount of \$315,353.27 and Payroll
in the Amount of \$443,250.28**

Recommendation

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

Fiscal Impact

Prepaid Warrants:

Warrant # 185480 – 185587 \$ 1,121,681.83

General City Warrants:

Warrant # 185588 – 185784 \$ 315,353.27

Payroll 10-24-14 \$ 443,250.28

Total \$ 1,880,285.38

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Legal Review

The City Attorney has not reviewed this item.

Public Notification of Agenda Item

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

Approval of Warrants
November 5, 2014
Page 2 of 2

Attachments:

1. Warrant Summary
2. Prepaid Warrant List
3. General City Warrant List
4. Payroll 10-24-14
5. Redevelopment Successor Agency Check Summary Total

ATTACHMENT 1
Warrant Summary

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

	Fund No.	Date	11.05.14	
		Amounts		
		Prepaid	Written	Payroll
General Fund	101	138,441.08	233,435.78	251,049.49
Insurance Fund	103			
Facilities & Equip.Cap. Fund	105	46,462.46		
Local Transit Return "A"	205	1,636.53	4,952.57	6,253.90
Local Transit Return "C"	207	584.08		6,765.97
Sewer Fund	210	848.41	4,680.69	11,959.54
CTCTraffic Improvement	211			
Street Lighting Fund	215	4,166.93	9,563.55	11,153.76
Public,Education & Govt Fund	217			
Clean Air Act Fund	218			
Business Improvement Tax	220		24,100.00	
Gold Line Mitigation Fund	223			
Mission Meridian Public Garage	226			
Housing Authority Fund	228			
State Gas Tax	230	2,164.04	4,611.80	17,954.11
County Park Bond Fund	232		250.00	
Measure R	233			
MSRC Grant Fund	238			
Bike & Pedestrian Paths	245			
Capital Growth Fund	255			
CDBG	260	5,689.82	3,222.78	
Asset Forfeiture	270			
Police Grants - State	272	2,080.00	7,512.30	
Police Subventions-CLEEP	273			
Homeland Security Grant	274			
Park Impact Fees	275	2,000.00	3,688.00	
Public Library Fund Grant	280			
Arroyo Seco Golf Course	295			
Sewer Capital Projects Fund	310		313.56	1,913.09
Water Fund	500	627,515.46	18,907.24	51,291.80
Public Financing Authority	550			
Payroll Clearing Fund	700	243,742.29		76,279.46
Employee Special Event Fund	900			
Redev.Oblig.Retirement Fund	927			
Column Totals		1,075,331.10	315,238.27	434,621.12
City Report Totals			1,825,190.49	

Recap by fund

	Fund No.	Amounts		
		Prepaid	Written	Payroll
RSA	227	46,350.73	115.00	8,629.16
Column Totals		46,350.73	115.00	8,629.16
RSA Report Totals			55,094.89	

Amounts		
Prepaid	Written	Payroll
1,121,681.83	315,353.27	443,250.28
Grand Report Total	1,880,285.38	

Marina Khubesrian, M.D., Mayor

David Batt, Finance Director

Evelyn G. Zneimer, City Clerk

ATTACHMENT 2
Prepaid Warrant List

Spoiled Checks
185534 - 185560

Abdalla, Anthony

Inv. 11/10-14/14			
10/15/14	Reimb. PD Training Expenses	101-4010-4011-8200-000	769.75
Inv. 11/3-7/14			
10/15/14	Reimb. PD Training Expenses	101-4010-4011-8200-000	760.39
Ck. 10/16/14 185501	Total		1,530.14

AKD Consulting

Inv. CSP 2014-9			
10/02/14	Water Fac. & Capital Improv Pr	500-6010-6711-8170-000	12,800.00
Ck. 10/09/14 185480	Total		12,800.00

Almansor Court

Inv. 12/16/14			
10/16/14	2014 Employee Holiday Lunch De	101-2010-2013-8020-000	1,000.00
Ck. 10/16/14 185502	Total		1,000.00

Ameritas

Inv. P/R/E 10/19/14			
10/21/14	Vision Ins. Nov-14	700-0000-0000-2268-000	2,796.84
Ck. 10/23/14 185521	Total		2,796.84

Artic Mechanical Inc.

Inv. 140702-716			
08/29/14	A/C Service Call-City Hall	101-6010-6601-8120-000	276.25
Inv. 140703-061			
08/29/14	A/C Service Call-Orange Grove	101-6010-6601-8120-000	100.00
Inv. 140703-064			
08/29/14	A/C Service Call-Yard	101-6010-6601-8120-000	200
Inv. 140703-904			
08/29/14	A/C Service Call-Yard	101-6010-6601-8120-000	446.25
Ck. 10/23/14 185561	Total		1,022.50

AT & T

Inv. 000005770157			
09/20/14	3048 942 9/4-10/3/14	101-4010-4011-8150-000	41.06
Inv. 000005770164			
09/20/14	0099 018 9/4-10/3/14	101-4010-4011-8150-000	66.66
Inv. 000005770262			
09/20/14	2994 203 9/4-10/3/14	101-4010-4011-8150-000	92.36
Inv. 000005778759			
09/27/14	CLAPDSOPAS 9/4-10/3/14	101-4010-4011-8150-000	313.33
Inv. 000005783609			
09/20/14	0951 665 9/4-10/3/14	500-6010-6711-8150-000	16.98
Inv. 000005783610			
09/20/14	2319 371 9/4-10/3/14	500-6010-6710-8150-000	126.10
Inv. 000005783612			
09/20/14	0182 661 9/4-10/3/14	101-8030-8031-8150-000	32.40
Inv. 000005783613			
09/20/14	0384 071 9/4-10/3/14	101-5010-5011-8150-000	106.36
Inv. 000005783614			
09/20/14	0675 233 9/4-10/3/14	101-8010-8011-8150-000	76.61
Inv. 000005783615			
09/27/14	1191 293 9/4-10/3/14	101-4010-4011-8150-000	248.31
Inv. 000005783616			
09/27/14	2876 572 9/4-10/3/14	101-4010-4011-8150-000	32.41
Inv. 000005783617			
09/20/14	3596 634 9/4-10/3/14	101-8030-8031-8150-000	70
Inv. 000005783618			
09/20/14	4602 889 9/4-10/3/14	101-8030-8021-8150-000	16.98

Inv. 000005783619				
09/20/14	6273 010	9/4-10/3/14	215-6010-6115-8150-000	70.99
Inv. 000005783620				
09/20/14	6301 234	9/4-10/3/14	101-6010-6011-8150-000	71.23
Inv. 000005783621				
09/20/14	6317 525	9/4-10/3/14	215-6010-6115-8150-000	70.97
Inv. 000005783622				
09/20/14	6359 881	9/4-10/3/14	215-6010-6115-8150-000	71.24
Inv. 000005783624				
09/20/14	8174 053	9/4-10/3/14	101-5010-5011-8150-000	71.59
Inv. 000005783625				
09/20/14	9413 903	9/4-10/3/14	500-6010-6710-8150-000	15.21
Inv. 000005784095				
09/20/14	2513 652	9/4-10/3/14	101-4010-4011-8150-000	78.40
Inv. 000005784096				
09/20/14	6497 357	9/4-10/3/14	101-5010-5011-8150-000	0.31
Inv. 000005803076				
10/03/14	2790 212	9/4-10/3/14	500-6010-6710-8150-000	15.21
Inv. 000005807007				
10/03/14	0587 025	9/4-10/3/14	101-5010-5011-8150-000	71.27
Inv. 000005807008				
10/03/14	9465 054	9/4-10/3/14	101-5010-5011-8150-000	71.46
Inv. 000005809329				
10/03/14	5778 627	9/4-10/3/14	500-6010-6710-8150-000	76.98
Inv. 000005811936				
10/04/14	5005 942	9/4-10/3/14	500-6010-6710-8150-000	18.28
Inv. 000005823926				
10/03/14	4049 244	9/4-10/3/14	101-8030-8031-8150-000	71.27
Ck. 10/16/14 185503		Total		2,014.94
AT & T U-Verse				
Inv. 130464796				
09/17/14	8/18-9/17/14		500-6010-6710-8150-000	60.00
Ck. 10/09/14 185481		Total		60.00
AT&T				
Inv. 248 134-6100				
10/01/14	10/1-31/14		101-3010-3041-8150-000	8.99
Ck. 10/16/14 185504		Total		8.99
Athens Disposal Company				
Inv. Aug 2014				
10/07/14	Low Income Fees 8/14		101-0000-0000-4210-001	2,725.87
10/07/14	Yard Waste Fees 8/14		500-0000-0000-5525-000	16,755.80
Inv. Sept 2014				
10/07/14	Estimate Recycling Fees 9/14		500-0000-0000-5360-000	8,274.05
10/07/14	Estimate Rubbish Fees 9/14		500-0000-0000-5360-000	305,324.85
Ck. 10/09/14 185482		Total		333,080.57
Inv. Oct 2014				
10/23/14	Estimate Recycling Fees 10/14		500-0000-0000-5360-000	6,369.83
10/23/14	Estimate Rubbish Fees 10/14		500-0000-0000-5360-000	249,651.14
Inv. Sept 2014				
10/23/14	Low Income Fees 9/14		101-0000-0000-4210-001	1,956.89
10/23/14	Yard Waste Fees 9/14		500-0000-0000-5525-000	8,894.23
Ck. 10/23/14 185562		Total		266,872.09
Edwin Park School PD Explore				
Inv. 9/28/14				
10/15/14	Donation Explorer POST-PD Open		101-4010-4011-8020-000	200.00

Ck. 10/16/14 185505	Total		200
Bishop Supply Co.			
Inv. 378156			
06/30/14	Tailgate Safety Program Books	215-6010-6310-8132-000	143.91
Inv. 378157			
06/30/14	Saw Straps	215-6010-6310-8132-000	18.35
Ck. 10/23/14 185563	Total		162.26
Braun, Janet			
Inv. 10/7/14			
10/07/14	Reimb. Neighborhood Watch Mtg	101-1010-1011-8021-000	427.31
Inv. A53198			
09/19/14	Reimb. 3x5 Magnets	101-1010-1011-8020-000	365.72
Ck. 10/09/14 185483	Total		793.03
CA American Water Co.			
Inv. 101521002151102			
09/25/14	Water Svc Wilson Well #2 8/22-	500-6010-6711-8231-000	14.96
Ck. 10/09/14 185484	Total		14.96
CA Conference of Arson Invest.			
Inv. 11/10-12/14			
10/17/14	PD Training Registration-Det.	101-4010-4011-8200-000	325.00
Ck. 10/23/14 185564	Total		325.00
Ca. State Disbursement Unit			
Inv. P/R/E 10/19/14			
10/21/14	Garnishment	700-0000-0000-2264-000	400.
Ck. 10/23/14 185522	Total		400.
CAL PERS 457 PLAN			
Inv. P/R/E 10/19/14			
10/21/14	Deferred Comp	700-0000-0000-2260-000	2,789.68
Ck. 10/23/14 185523	Total		2,789.68
Camacho, Christopher			
Inv. 10/2/14			
10/02/14	Reimb. DMV Test Class B	230-6010-6116-8020-000	70.00
Ck. 10/09/14 185485	Total		70.00
Cavanaugh & Associates			
Inv. 11/3-7/14			
10/07/14	PD Training Registration-Sgt.	101-4010-4011-8210-000	551.00
Ck. 10/09/14 185486	Total		551.00
Chaidez, Hector			
Inv. 191616508			
10/13/14	Predictive Policing Svcs 9/14	272-4010-4018-8180-000	2,080.00
Ck. 10/23/14 185565	Total		2,080.00
Chan, Anthony			
Inv. P/R/E 10/19/14			
10/21/14	Predictive Policing 10/8/14	101-4010-4011-7000-000	187.74
Inv. P/R/E 10/19/14A			
10/21/14	Coverage 10/11/14	101-4010-4011-7000-000	281.61
Inv. P/R/E 10/19/14B			
10/21/14	Coverage 10/17/14	101-4010-4011-7000-000	281
Inv. P/R/E 10/19/14C			
10/21/14	Movie Detail 10/7/14	101-0000-0000-2910-200	665.00

Inv. P/R/E 10/19/14D			
10/21/14	Movie Detail 10/13/14	101-0000-0000-2910-200	1,155.00
Inv. P/R/E 10/19/14E			
10/21/14	Movie Detail 10/15/14	101-0000-0000-2910-200	980.00
Inv. P/R/E 10/19/14F			
10/21/14	Movie Detail 10/19/14	101-0000-0000-2910-200	560.00
Ck. 10/23/14 185524	Total		4,110.96

City of Pasadena

Inv. AR2108986			
10/13/14	PD Radio Comm. Svcs 7/1-9/30/1	101-4010-4011-8180-000	3,000.00
Ck. 10/23/14 185566	Total		3,000.00

City of South Pasadena PD Pett

Inv. 10/8/14			
10/08/14	Reimb. Petty Cash	101-4010-4011-8020-000	20.00
10/08/14	Reimb. Petty Cash	101-4010-4011-8100-000	37.00
10/08/14	Reimb. Petty Cash	101-4010-4011-8010-000	49.00
Ck. 10/09/14 185487	Total		106.00

Inv. 10/15/14			
10/15/14	Reimb. Petty Cash	101-4010-4011-8020-000	200.64
Ck. 10/16/14 185506	Total		200.64

Inv. 10/22/14			
10/23/14	Reimb. Petty Cash	101-4010-4011-8000-000	9.73
10/23/14	Reimb. Petty Cash	101-4010-4011-8100-000	12.00
10/23/14	Reimb. Petty Cash	101-4010-4011-8020-000	28.61
10/23/14 185567	Total		50.34

Commline Inc.

Inv. NP030747			
06/18/14	PD Vehicle Repairs & Strip Out	101-4010-4011-8110-000	772.14
Inv. NP030764			
09/18/14	PD Vehicle Repairs & Strip Out	101-4010-4011-8110-000	425.00
Inv. NP030767			
09/18/14	PD Vehicle Repairs & Strip Out	101-4010-4011-8110-000	140.00
Inv. NW030826			
08/07/14	Install Comm. & Emerg. PD Equi	105-4010-4011-8540-000	18,939.06
Inv. NW030827			
08/07/14	Install Comm. & Emerg. PD Equi	105-4010-4011-8540-000	17,026.38
Inv. NW030891			
09/23/14	Install Comm. & Emerg. PD Equi	105-4010-4011-8540-000	5,248.51
Inv. NW030892			
09/24/14	Install Comm. & Emerg. PD Equi	105-4010-4011-8540-000	5,248.51
Inv. XP030317			
10/02/14	PD Contract Svcs 10/14	101-4010-4011-8170-000	1,172.00
Ck. 10/16/14 185507	Total		48,971.60

CPOA

Inv. 11/5-6/14			
10/14/14	PD Training-PD Clerks Gonzales	101-4010-4011-8210-000	500.00
Ck. 10/16/14 185508	Total		500.00

DuBois, Andrew

Inv. 11/10-14/14			
10/15/14	Reimb. PD Training Expenses	101-4010-4011-8200-000	824.82
Inv. 11/3-7/14			
10/15/14	Reimb. PD Training Expenses	101-4010-4011-8200-000	802.22

Ck. 10/16/14 185509	Total		1,627.00
E. D. D.			
Inv. P/R/E 10/19/14			
10/21/14	State w/h Tax	700-0000-0000-2220-000	19,803.27
Ck. 10/23/14 185525	Total		19,803.27
El Monte Police Dept Explorers			
Inv. 9/28/14			
10/15/14	PD Open House Donation to Expl	101-4010-4011-8020-000	200.00
Ck. 10/16/14 185510	Total		200.00
Flex Advantage			
Inv. 83464			
10/21/14	Administration Cost	101-3010-3041-7131-000	66.00
Inv. P/R/E 10/19/14			
10/23/14	Retiree Health Reimbursement 1	101-3010-3041-7131-000	418.52
Ck. 10/23/14 185568	Total		484.52
Greco, Nicholas			
Inv. 11/10-14/14			
10/15/14	Reimb. PD Training Expenses	101-4010-4011-8200-000	802.38
Inv. 11/3-7/14			
10/15/14	Reimb. PD Training Expenses	101-4010-4011-8200-000	907.19
Ck. 10/16/14 185511	Total		1,709.57
Hernandez, Jr., Joseph			
Inv. P/R/E 10/19/14			
10/21/14	Coverage 10/7/14	101-4010-4011-7000-000	375.00
Inv. P/R/E 10/19/14A			
10/21/14	Movie Detail 10/13/14	101-0000-0000-2910-200	1,155.00
Inv. P/R/E 10/19/14B			
10/21/14	Movie Detail 10/15/14	101-0000-0000-2910-200	770.00
Ck. 10/23/14 185526	Total		2,300.48
Herstik, Mike			
Inv. 2060			
10/09/14	Training for Robledo & K9-Barr	101-4010-4011-8035-000	400.00
Ck. 10/16/14 185512	Total		400.00
Holland, Jeffrey			
Inv. 10/22/14			
10/23/14	Reimb. Protective Eye Wear	101-4010-4011-8134-000	174.44
Ck. 10/23/14 185569	Total		174.44
Home Depot Credit Services			
Inv. 1076240			
09/25/14	Supplies	101-6010-6601-8120-000	258.91
Inv. 1223149			
09/25/14	Supplies	230-6010-6116-8020-000	279.24
Inv. 1395730			
08/06/14	Supplies	101-6010-6601-8020-000	46.98
Inv. 2014779			
09/04/14	Supplies	101-6010-6601-8020-000	106.25
Inv. 2212198			
09/04/14	Supplies	101-6010-6601-8120-000	79.69
Inv. 2222952			
09/24/14	Supplies	230-6010-6116-8020-000	399.00
Inv. 310718			
09/26/14	Supplies	101-6010-6601-8020-000	251.18

Inv. 3203489				
09/23/14	Supplies	215-6010-6115-8020-000		93.16
Inv. 3203490				
09/23/14	Supplies	215-6010-6115-8020-000		436.80
Inv. 3211809				
09/03/14	Supplies	101-6010-6410-8020-000		372.23
Inv. 3971358				
09/23/14	Supplies	500-6010-6710-8020-000		341.16
Inv. 4054813				
09/02/14	Supplies	215-6010-6201-8020-000		45.52
Inv. 4054815				
09/02/14	Supplies	101-6010-6601-8120-000		297.81
Inv. 4174059				
09/02/14	Supplies CREDIT	101-6010-6601-8120-000		(40.31)
Inv. 6010099				
09/10/14	Supplies	101-6010-6601-8020-000		317.57
Inv. 7231698				
09/19/14	Supplies	101-6010-6601-8120-000		87.14
Inv. 8170884				
09/18/14	Supplies	101-6010-6601-8120-000		190.73
Inv. 8475662				
08/29/14	Supplies	215-6010-6201-8020-000		47.60
Inv. 9410455				
08/08/14	Supplies	101-6010-6601-8020-000		51.08
Ck. 10/23/14 185570	Total			3,662.19
Hunt, Jennifer				
Inv. 53110				
10/21/14	CPRS Registration Refund	101-0000-0000-2995-001		70.00
Ck. 10/23/14 185571	Total			70.00
ICG, Inc.				
Inv. 10/14/14				
10/14/14	Community Center Feasibility S	275-6010-6410-8170-000		2,000.00
Ck. 10/23/14 185572	Total			2,000.00
ICMA				
Inv. P/R/E 10/19/14				
10/21/14	Deferred Comp	700-0000-0000-2260-000		4,619.45
Ck. 10/23/14 185527	Total			4,619.45
ING Life Ins. & Annuity Co.				
Inv. P/R/E 10/19/14				
10/21/14	Deferred Comp	700-0000-0000-2260-000		2,677.34
Ck. 10/23/14 185528	Total			2,677.34
Interstate All Battery Center				
Inv. 1905399001473				
03/25/14	Citywide Batteries	101-6010-6601-8020-000		136.03
03/25/14	Citywide Batteries	215-6010-6201-8020-000		136.03
03/25/14	Citywide Batteries	215-6010-6115-8020-000		136.04
Inv. 1905399001551				
05/05/14	Citywide Batteries	215-6010-6115-8020-000		32.43
05/05/14	Citywide Batteries	215-6010-6201-8020-000		32.43
05/05/14	Citywide Batteries	101-6010-6601-8020-000		32.43
Inv. 1905399001557				
05/13/14	Citywide Batteries	215-6010-6115-8020-000		80.38
05/13/14	Citywide Batteries	101-6010-6601-8020-000		80.39
05/13/14	Citywide Batteries	215-6010-6201-8020-000		80.40
Inv. 1905399001564				
05/16/14	Citywide Batteries	215-6010-6115-8020-000		25.41

05/16/14	Citywide Batteries	215-6010-6201-8020-000	25
05/16/14	Citywide Batteries	101-6010-6601-8020-000	25.42
Ck. 10/23/14 185573	Total		822.80
JHM Supply			
Inv. 421310			
06/03/14	Parks Dept. Supplies	215-6010-6310-8020-000	380.47
Inv. 439729			
10/02/14	Parks Dept. Sprinkler Nozzles	215-6010-6310-8020-000	288.77
Ck. 10/23/14 185574	Total		669.24
Kidz Love Soccer			
Inv. Fall 2014			
10/14/14	Instructor Soccer Classes	101-8030-8032-8267-000	2,028.00
Ck. 10/16/14 185513	Total		2,028.00
Knezevic, Alena			
Inv. R53138			
10/14/14	Refund Cancelled Dance Class	101-0000-0000-5270-002	95.00
Ck. 10/16/14 185514	Total		95.00
Law Offices of Jones & Mayer			
Inv. 69422			
09/30/14	Legal Svcs-1827 Bushnell 9/14	101-2010-2501-8160-000	132.04
Inv. 69423			
09/30/14	Legal Svcs-619 Camino Verde 9/	101-2010-2021-8160-000	385.00
Inv. 69424			
09/30/14	Legal Svcs-Angela Carleton 9/1	101-2010-2501-8160-000	59.50
Inv. 69425			
09/30/14	Legal Svcs-Downtown Project 9	101-0000-0000-2990-013	999.
Inv. 69426			
09/30/14	Legal Svcs-Retainer 9/14	101-2010-2501-8160-000	1,106.20
Inv. 69427			
09/30/14	Legal Svcs-Nansen,Mark & Rober	101-2010-2501-8160-000	69.75
Ck. 10/09/14 185488	Total		2,751.49
LDI Color ToolBox			
Inv. 197986 1			
09/30/14	Copier Overages 9/1-10/1/14	101-6010-6011-8300-000	273.39
09/30/14	Copier Overages 9/1-10/1/14	101-1020-1021-8300-000	273.39
09/30/14	Copier Overages 9/1-10/1/14	101-2010-2011-8300-000	273.40
Ck. 10/23/14 185575	Total		820.18
Lunnon, Joseph			
Inv. P/R/E 10/19/14			
10/21/14	Movie Detail 10/19/14	101-0000-0000-2910-200	560.00
Ck. 10/23/14 185529	Total		560.00
Macedo, Benjamin			
Inv. Dec 2013			
01/14/14	Water Facilities Landscape Svc	500-6010-6710-8020-000	875.00
Ck. 10/09/14 185489	Total		875.00
Orchard Supply Hardware			
Inv. 1621			
09/03/14	Building Supplies	101-6010-6601-8120-000	5.43
Inv. 2609			
08/19/14	Building Supplies	101-6010-6601-8120-000	13
Inv. 2682			
09/09/14	Building Supplies	101-5010-5011-8020-000	37.14

Inv. 2944				
08/21/14	Building Supplies	101-6010-6601-8120-000		105.05
Inv. 2972				
09/04/14	Building Supplies	101-6010-6601-8130-000		6.53
Inv. 3561				
09/15/14	Building Supplies	101-6010-6601-8120-000		46.23
Inv. 4261				
08/28/14	Building Supplies	101-6010-6601-8120-000		26.14
Inv. 4269				
08/28/14	Building Supplies	101-6010-6601-8120-000		8.71
Inv. 4521				
08/29/14	Building Supplies	101-6010-6601-8120-000		41.38
Inv. 613				
08/27/14	Building Supplies	101-5010-5011-8020-000		19.55
Inv. 6223				
09/09/14	Building Supplies	230-6010-6116-8020-000		144.89
Inv. 647				
09/08/14	Building Supplies	101-6010-6601-8120-000		35.36
Inv. 8125				
08/25/14	Building Supplies	101-6010-6601-8020-000		60.30
Inv. 8882				
08/31/14	Building Supplies CREDIT	101-6010-6601-8120-000		(4.99)
Inv. 9261				
08/22/14	Building Supplies	101-6010-6601-8120-000		31.57
Inv. 9322				
08/31/14	Building Supplies	101-5010-5011-8120-000		9.98
Inv. 9324				
08/31/14	Building Supplies	101-5010-5011-8120-000		8.99
10/09/14 185490	Total			595.27
Osz Technologies				
Inv. 10046				
10/15/14	General Computer Support	101-3010-3032-8170-000		4,420.00
Ck. 10/23/14 185576	Total			4,420.00
Pasadena Water & Power				
Inv. 80176-1				
09/22/14	Water Svc 60 E. State St. 8/12	500-6010-6711-8231-000		2,805.56
Ck. 10/09/14 185491	Total			2,805.56
Pers Health Insurance				
Inv. P/R/E 10/19/14				
10/21/14	Health Ins. Nov-14	227-7200-7210-7131-000		302.69
10/21/14	Health Ins. Nov-14	207-2010-2260-7131-000		584.08
10/21/14	Health Ins. Nov-14	205-2010-2210-7131-000		729.03
10/21/14	Health Ins. Nov-14	210-6010-6501-7131-000		848.41
10/21/14	Health Ins. Nov-14	215-6010-6310-7131-000		1,159.62
10/21/14	Health Ins. Nov-14	230-6010-6116-7131-000		1,270.46
10/21/14	Health Ins. Nov-14	500-6010-6710-7131-000		2,059.18
10/21/14	Health Ins. Nov-14	500-6010-6711-7131-000		2,059.18
10/21/14	Health Ins. Nov-14	101-3010-3041-7131-000		33,620.53
10/21/14	Health Ins. Nov-14	700-0000-0000-2262-000		102,741.73
Ck. 10/23/14 185530	Total			145,374.91
Pers Retirement				
Inv. P/R/E 10/19/14				
10/21/14	Retirement Service Period 10/6	700-0000-0000-2240-000		107,907.48
10/23/14 185531	Total			107,907.48

PETTY CASH - Recreation

Inv. 10/22/14			
10/23/14	Reimb. Petty Cash	101-8030-8032-8020-000	41.36
10/23/14	Reimb. Petty Cash	101-8030-8032-8268-000	255.89
10/23/14	Reimb. Petty Cash	101-8030-8032-8264-000	334.83
Ck. 10/23/14 185577	Total		632.08

Platinum Plus for Business

Inv. 8433			
09/30/14	HR NeoGov. Conf Hotel Refund-M	101-2010-2013-8090-000	(73.92)
Inv. 8433 A			
09/30/14	HR NeoGov. Conf Hotel Refund-M	101-2010-2013-8090-000	(73.92)
Inv. 8433 B			
09/04/14	Finance Keys-CubicleKeys.com	101-3010-3011-8020-000	21.00
Inv. 8433 C			
09/04/14	PD Det. Equipment-Samy's Camer	101-4010-4011-8020-000	1,451.33
Inv. 8433 D			
09/04/14	CC CCAC Membership	101-1020-1021-8060-000	55.00
Inv. 8433 E			
09/11/14	PD Rescue Essentials	101-4010-4011-8020-000	472.34
Inv. 8433 F			
09/11/14	PD Open House Supplies-Office	101-4010-4011-8020-000	265.78
Inv. 8433 G			
09/11/14	CC IIMC Membership	101-1020-1021-8060-000	185.00
Inv. 8433 H			
09/11/14	PD Det. Equipment Supplies-Sam	101-4010-4011-8020-000	120.87
Inv. 8433 I			
09/11/14	PD Sgt. Promotion Lunch-Canoc	101-4010-4011-8090-000	84.87
Inv. 8433 J			
09/12/14	PD Rescue Essentials	101-4010-4011-8020-000	374
Inv. 8433 K			
09/17/14	Yard Cabinet-Sustainable Suppl	215-6010-6115-8020-000	381.66
09/17/14	Yard Cabinet-Sustainable Suppl	101-6010-6601-8020-000	381.67
09/17/14	Yard Cabinet-Sustainable Suppl	215-6010-6201-8020-000	381.67
Inv. 8433 L			
09/17/14	Council Meals 9/18/14-Mamma's	101-1010-1011-8090-000	123.62
Inv. 8433 M			
09/19/14	Sr.Center Supplies-Smart N Fin	101-8030-8021-8020-000	366.60
Inv. 8433 N			
09/19/14	Sr.Center Supplies-Party City	101-8030-8021-8020-000	193.86
Inv. 8433 O			
09/22/14	Sr.Center Supplies-Pavilions	101-8030-8021-8020-000	85.55
Inv. 8433 P			
09/23/14	PD Open House Supplies-Office	101-4010-4011-8020-000	151.18
Inv. 8433 Q			
09/24/14	Council Meals 9/24/14-Heirloom	101-1010-1011-8090-000	93.95
Inv. 8433 R			
09/24/14	CC New Law & Election Reg.-Lea	101-1020-1021-8090-000	450.00
Inv. 8433 S			
09/26/14	PW SGV Water Forum-Paul Toor	500-6010-6710-8060-000	55.00
Inv. 8433 T			
09/29/14	Rec Halloween Supplies-SpiritH	101-8030-8032-8264-000	72.35
Inv. 8433 U			
10/01/14	WaterConserv. SGV Water Forum-	500-3010-3012-8060-000	55.00
Inv. 8433 V			
10/01/14	Council Meals 10/1/14-Mamma's	101-1010-1011-8090-000	119.79
Inv. 8433 W			
10/03/14	Finance Charge	101-3010-3011-8020-000	8.60
Ck. 10/23/14 185578	Total		5,803

atinum Plus-Business Card				
Inv. 5752				
10/01/14	HR NeoGov Conf. Exp-CA Pizza K	101-2010-2013-8090-000		37.20
Inv. 5752 A				
09/30/14	HR NeoGov Conf. Exp-Desert Cab	101-2010-2013-8090-000		29.50
Inv. 5752 B				
10/01/14	HR NeoGov Conf. Exp-Dragon Noo	101-2010-2013-8090-000		35.67
Inv. 5752 C				
10/01/14	HR NeoGov Conf. Hotel Exp-Mont	101-2010-2013-8090-000		96.32
Inv. 5752 D				
10/03/14	Finance Charge Fee	101-3010-3011-8020-000		1.00
Ck. 10/23/14 185579	Total			199.69
Prime Graphix Inc.				
Inv. 784				
09/25/14	Custom SPPD Digital Logo Tents	101-4010-4011-8020-000		1,019.15
Inv. 786				
09/25/14	Custom SPPD Digital Logo Tents	101-4010-4011-8020-000		1,019.15
Inv. 787				
09/25/14	8 Feet Banner Table Covers	101-4010-4011-8020-000		763.00
Inv. 788				
09/25/14	Sponsor Banners	101-4010-4011-8020-000		196.20
Ck. 10/16/14 185515	Total			2,997.50
Richards, Watson & Gershon				
Inv. 197838				
09/16/14	Legal Svcs-Nansen Claim 8/14	101-2010-2501-8160-000		11,790.21
Ck. 10/09/14 185492	Total			11,790.21
Roberto, Tim				
Inv. R52979				
10/14/14	Refund WMB Deposit 10/4/14	101-0000-0000-2920-000		500.00
Ck. 10/16/14 185516	Total			500.00
Ronnie, Matthew				
Inv. 11/3-7/14				
10/07/14	Reimb. PD Training Expenses	101-4010-4011-8210-000		694.32
Ck. 10/09/14 185493	Total			694.32
Rossmann and Moore, LLP				
Inv. Aug 2014				
09/03/14	Legal Svcs 710 Fwy Extension 8	101-2010-2021-8160-000		5,400.00
Inv. Sep 2014				
10/02/14	Legal Svcs 710 Fwy Extension 9	101-2010-2021-8160-000		7,302.20
Ck. 10/09/14 185494	Total			12,702.20
Roth Staffing Companies				
Inv. 13037439				
09/19/14	Temp Employee w/e 9/14/14	101-3010-3011-8170-000		197.30
09/19/14	Temp Employee w/e 9/14/14	500-3010-3012-8170-000		591.91
Inv. 13040192				
09/26/14	Temp Employee w/e 9/21/14	101-3010-3011-8170-000		192.31
09/26/14	Temp Employee w/e 9/21/14	500-3010-3012-8170-000		576.92
Inv. 13042931				
10/03/14	Temp Employee w/e 9/28/14	101-3010-3011-8170-000		199.80
10/03/14	Temp Employee w/e 9/28/14	500-3010-3012-8170-000		599.40
Inv. 13045757				
10/10/14	Temp Employee w/e 10/5/14	101-3010-3011-8170-000		159.84
10/10/14	Temp Employee w/e 10/5/14	500-3010-3012-8170-000		479.52
Inv. 13048578				
10/17/14	Temp Employee w/e 10/12/14	101-3010-3011-8170-000		199.80

10/17/14	Temp Employee w/e 10/12/14	500-3010-3012-8170-000	595
Ck. 10/23/14 185580	Total		3,796.20
Ryan's Express			
Inv. 17383			
10/15/14	Sr. Center Trip Bus Transporta	205-8030-8025-8180-000	907.50
Ck. 10/16/14 185517	Total		907.50
S.P.Review			
Inv. 2748			
09/25/14	Public Nuisance Abatement Ord	101-1020-1021-8040-000	64.00
Inv. 2750			
09/25/14	Public Nuisance Abatement Ord	101-1020-1021-8040-000	64.00
Inv. 2751			
09/25/14	Busn Lic Revocation/Suspension	101-1020-1021-8040-000	160.00
Inv. 2752			
09/25/14	Animal Comm. Vacancy Ads 9/14	101-1020-1021-8040-000	40.00
Ck. 10/09/14 185495	Total		328.00
Shah, Nidhi			
Inv. R53235			
10/15/14	Refund Cancelled Tennis Class	101-0000-0000-5270-002	54.00
Ck. 10/23/14 185581	Total		54.00
So. CA Edison Co.			
Inv. 3-022-6898-28			
09/30/14	8/28-9/29/14	215-6010-6115-8140-000	27.67
Ck. 10/09/14 185496	Total		27.67
SWRCB Accounting Office			
Inv. LW1460228			
09/18/14	DrinkingWaterSys #1910154 6/1/	500-6010-6711-8170-000	7,938.24
Ck. 10/09/14 185497	Total		7,938.24
The Gas Company			
Inv. 072 519 1300 5			
10/16/14	9/16-10/14/14	101-6010-6410-8140-000	25.89
Inv. 080 919 2900 3			
10/16/14	9/16-10/14/14	101-6010-6601-8140-000	225.58
Inv. 083 019 3600 4			
10/16/14	9/16-10/14/14	500-6010-6710-8140-000	20.25
Inv. 137 619 3700 5			
10/16/14	9/16-10/14/14	101-8030-8021-8140-000	52.05
Inv. 148 220 0900 8			
10/16/14	9/16-10/14/14	101-6010-6410-8140-000	74.35
Ck. 10/23/14 185582	Total		398.12
Time Warner Cable			
Inv. 008 0224964			
10/08/14	Internet Upgrade 10/8-11/7/14	101-3010-3032-8170-000	353.99
Ck. 10/09/14 185498	Total		353.99
Inv. 008 0012179			
10/16/14	PD Cable 10/16-11/15/14	101-4010-4011-8110-000	175.98
Inv. 008 0269985			
10/17/14	City Hall 2nd Modem 10/17-11/1/	101-3010-3032-8150-000	143.29
Ck. 10/16/14 185518	Total		319.27
Inv. 008 0251967			
10/22/14	1102 Oxley St. 10/22-11/21/14	101-8030-8021-8110-000	191.03

.. 10/23/14 185583	Total		191.03
Toro Enterprises Inc.			
Inv. RET 6582			
10/07/14	Sidewalk Replacement Project	260-9000-9264-9264-000	5,689.82
Ck. 10/09/14 185499	Total		5,689.82
Uni-Lite Lighting			
Inv. 10/20/14			
10/20/14	WMB Lighting Fixtures	101-9000-9258-9258-000	15,372.39
Ck. 10/23/14 185584	Total		15,372.39
Union Bank of CA			
Inv. 6711646799			
10/07/14	Downtown Revitalization Redeve	227-0000-0000-1001-000	(11.34)
10/07/14	Downtown Revitalization Redeve	227-7200-7211-8331-000	46,059.38
Ck. 10/23/14 185585	Total		46,048.04
United Way			
Inv. P/R/E 10/19/14			
10/21/14	Payroll Deduction	700-0000-0000-2258-000	6.00
Ck. 10/23/14 185532	Total		6.00
Urban Pet			
Inv. CR1006979			
09/08/14	Food for K9-Lisu	101-4010-4011-8034-000	150.40
Inv. CR3017227			
09/06/14	Food for K9-Barry	101-4010-4011-8035-000	143.86
10/16/14 185519	Total		294.26
Verizon Wireless			
Inv. 9732337918			
09/19/14	PW Scada System 8/20-9/19/14	500-6010-6711-8020-000	46.12
Ck. 10/09/14 185500	Total		46.12
Inv. 9732614001			
09/23/14	Mobile Broadband 8351 & Equip.	101-3010-3032-8150-000	165.01
Ck. 10/16/14 185520	Total		165.01
White Nelson Diehl Evans LLP			
Inv. 12/11/14			
10/21/14	Govt. Tax Seminar Ontario-Lori	101-3010-3011-8090-000	295.00
Ck. 10/23/14 185533	Total		295.00
Wittman Enterprises LLC			
Inv. 1408059			
09/25/14	Paramedic Payment August 2014	101-0000-0000-5290-001	4,545.20
Inv. 1409059			
10/20/14	Paramedic Payment September 20	101-0000-0000-5290-001	4,437.81
Ck. 10/23/14 185586	Total		8,983.01
Wong, Daren			
Inv. 10/20/14			
10/23/14	Reimb. SPPD Formal Inspection	101-4010-4011-8090-000	183.25
Ck. 10/23/14 185587	Total		183.25
al			1,121,681.83

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ATTACHMENT 3
General City Warrant List

Abdalla, Anthony			
Inv. 10/13/14			
10/14/14	Reimb. PD Training Expense	101-4010-4011-8210-000	61.60
Ck. 11/05/14 185588	Total		61.60
Albright Lighting Plastics LLC			
Inv. 26821			
06/18/14	Victorian Pole Heads for Missi	215-6010-6201-8020-000	170.98
Ck. 11/05/14 185589	Total		170.98
Alhambra Courthouse			
Inv. Sept 2014			
10/07/14	Court Fees 9/14	101-0000-0000-4610-000	7,360.50
Ck. 11/05/14 185590	Total		7,360.50
Alhambra School of Music			
Inv. Fall 2014			
10/22/14	Instructor Music Classes	101-8030-8032-8267-000	696.00
Ck. 11/05/14 185591	Total		696.00
Alliant Insurance Svcs Inc.			
Inv. 7/1-9/30/14			
10/16/14	Special Events Reporting 7/1-9	101-0000-0000-2970-001	1,747.00
Ck. 11/05/14 185592	Total		1,747.00
Allied 100 LLC			
Inv. 436517			
09/30/14	AED & Supplies	272-4010-4018-8520-000	7,512.30
Ck. 11/05/14 185593	Total		7,512
American Planning Association			
Inv. 156221-14101			
10/16/14	APA Zoning Practices Magazines	101-7010-7101-8060-000	95.00
Ck. 11/05/14 185594	Total		95.00
Andrews, Loretta			
Inv. Fall 2014			
10/22/14	Instructor Hawaiian Classes	101-8030-8032-8267-000	728.00
Ck. 11/05/14 185595	Total		728.00
Angelats, Lindsey			
Inv. R53139			
10/14/14	Refund Dropped Class	101-0000-0000-5270-002	124.00
Ck. 11/05/14 185596	Total		124.00
Antrim's Security Co., Inc.			
Inv. 46670			
10/15/14	Svc of Safe for the Rec Dept.	101-8030-8032-8020-000	150.00
Ck. 11/05/14 185597	Total		150.00
Aramark Uniform Services			
Inv. 530099849			
10/09/14	Uniform Svc	500-6010-6711-8132-000	16.13
10/09/14	Uniform Svc	500-6010-6710-8132-000	16.13
10/09/14	Uniform Svc	210-6010-6501-8132-000	16.13
10/09/14	Uniform Svc	101-6010-6601-8132-000	16.13
10/09/14	Uniform Svc	215-6010-6201-8132-000	16.13
10/09/14	Uniform Svc	215-6010-6310-8132-000	16.13
10/09/14	Uniform Svc	230-6010-6116-8132-000	210.00

Inv. 530117021				
10/16/14	Uniform Svc	500-6010-6711-8132-000		14.70
10/16/14	Uniform Svc	500-6010-6710-8132-000		14.70
10/16/14	Uniform Svc	230-6010-6116-8132-000		14.70
10/16/14	Uniform Svc	210-6010-6501-8132-000		14.70
10/16/14	Uniform Svc	101-6010-6601-8132-000		14.70
10/16/14	Uniform Svc	215-6010-6201-8132-000		14.70
10/16/14	Uniform Svc	215-6010-6310-8132-000		14.75
Inv. 530134223				
10/23/14	Uniform Svc	500-6010-6711-8132-000		14.70
10/23/14	Uniform Svc	500-6010-6710-8132-000		14.70
10/23/14	Uniform Svc	210-6010-6501-8132-000		14.70
10/23/14	Uniform Svc	101-6010-6601-8132-000		14.70
10/23/14	Uniform Svc	215-6010-6201-8132-000		14.70
10/23/14	Uniform Svc	215-6010-6310-8132-000		14.75
10/23/14	Uniform Svc	230-6010-6116-8132-000		27.95
Ck. 11/05/14 185598	Total			525.93
ARC				
Inv. 7732996R				
10/10/14	Swr Map Print Svcs	310-6010-6501-8170-000		303.98
Ck. 11/05/14 185599	Total			303.98
Armorcast Products Co.				
Inv. 0160542				
10/16/14	Water Dept. Meter Boxes	500-0000-0000-1400-000		6,238.63
Ck. 11/05/14 185600	Total			6,238.63
t Studio for Kids				
Inv. Fall 2014				
10/22/14	Instructor Drawing Classes	101-8030-8032-8267-000		1,036.80
Ck. 11/05/14 185601	Total			1,036.80
AT&T --Cingular Wireless				
Inv. 287014917916X10				
10/08/14	City IPAD's 9/9-10/8/14	101-2010-2021-8150-000		41.26
10/08/14	City IPAD's 9/9-10/8/14	101-4010-4011-8150-000		41.26
10/08/14	City IPAD's 9/9-10/8/14	101-5010-5011-8150-000		41.26
10/08/14	City IPAD's 9/9-10/8/14	101-8010-8011-8150-000		41.26
10/08/14	City IPAD's 9/9-10/8/14	101-8030-8031-8150-000		41.26
10/08/14	City IPAD's 9/9-10/8/14	101-1020-1021-8150-000		41.26
10/08/14	City IPAD's 9/9-10/8/14	101-2010-2011-8150-000		41.26
10/08/14	City IPAD's 9/9-10/8/14	500-6010-6710-8150-000		52.62
10/08/14	City IPAD's 9/9-10/8/14	101-6010-6011-8150-000		82.52
10/08/14	City IPAD's 9/9-10/8/14	101-7010-7101-8150-000		82.52
10/08/14	City IPAD's 9/9-10/8/14	101-1010-1011-8150-000		165.04
Ck. 11/05/14 185602	Total			671.52
Audio Editions				
Inv. 1519410				
09/25/14	Books on CAssette & CD's	101-8010-8011-8080-000		465.64
Inv. 1520177				
10/03/14	Books on CAssette & CD's	101-8010-8011-8080-000		8.70
Ck. 11/05/14 185603	Total			474.34
Avalos, Lisa				
Inv. R53468				
10/24/14	Refund Dropped Class	101-0000-0000-5270-002		91.00
Ck. 11/05/14 185604	Total			91.00

Ayala, Sean

Inv. 10/16/14				
10/24/14	Reimb. PD Training Expense		101-4010-4011-8200-000	29.84
Ck. 11/05/14 185605	Total			29.84

Baker & Taylor Entertainment

Inv. T09043920				
10/01/14	CD's & DVD's		101-8010-8011-8080-000	82.14
Inv. T09226400				
10/07/14	CD's & DVD's		101-8010-8011-8080-000	84.54
Inv. T09380160				
10/08/14	CD's & DVD's		101-8010-8011-8080-000	32.69
Inv. T09380170				
10/08/14	CD's & DVD's		101-8010-8011-8080-000	24.52
Inv. T09414370				
10/10/14	CD's & DVD's		101-8010-8011-8080-000	51.57
Inv. T09631470				
10/15/14	CD's & DVD's		101-8010-8011-8080-000	49.00
Ck. 11/05/14 185606	Total			324.46

Baker & Taylor Inc.

Inv. 3019813988				
09/25/14	Books		101-8010-8011-8080-000	28.38
Inv. 3019829601				
10/03/14	Books		101-8010-8011-8080-000	153.48
Inv. 3019845076				
10/09/14	Books		101-8010-8011-8080-000	34.30
Inv. 4010975057				
09/02/14	Books		101-8010-8011-8080-000	876.41
Inv. 4010975491				
09/02/14	Books		101-8010-8011-8080-000	757.85
Inv. 4010975630				
09/02/14	Books		101-8010-8011-8080-000	726.65
Inv. 4010976413				
09/03/14	Books		101-8010-8011-8080-000	616.51
Inv. 4010979470				
09/08/14	Books		101-8010-8011-8080-000	1,001.28
Inv. 4010982560				
09/09/14	Books		101-8010-8011-8080-000	489.94
Inv. 4010984704				
09/11/14	Books		101-8010-8011-8080-000	2,356.24
Inv. 4010991610				
09/17/14	Books		101-8010-8011-8080-000	822.21
Inv. 4010994307				
09/19/14	Books		101-8010-8011-8080-000	2,275.12
Inv. 4010995588				
09/22/14	Books		101-8010-8011-8080-000	1,442.30
Inv. 4011001214				
09/26/14	Books		101-8010-8011-8080-000	1,949.27
Inv. 4011008301				
10/02/14	Books		101-8010-8011-8080-000	907.53
Inv. 4011010672				
10/03/14	Books		101-8010-8011-8080-000	113.52
Inv. 4011013264				
10/06/14	Books		101-8010-8011-8080-000	247.31
Inv. 4011019176				
10/13/14	Books		101-8010-8011-8080-000	268.11
Ck. 11/05/14 185607	Total			15,066.30

Autista, Alejandro				
Inv. 010206				
10/04/14	Transit Vans 74,75,77,78 & 79	205-8030-8025-8100-000		335.00
Inv. 010207				
10/04/14	Transit Vans Cleaning Products	205-8030-8025-8100-000		140.00
Ck. 11/05/14 185608	Total			475.00
Baxter's Frame Works & Badge F				
Inv. 29116				
09/26/14	PD Plaque for Sgt. M. Ronnie	101-4010-4011-8020-000		139.60
Inv. 29182				
10/16/14	Retirement Plaques	101-4010-4011-8020-000		380.46
Ck. 11/05/14 185609	Total			520.06
Bernal, Ryan				
Inv. 10/6-17/14				
10/24/14	Reimb. PD Training Expense	101-4010-4011-8210-000		80.00
Inv. 10/8-9/14				
10/15/14	Reimb. PD Training Expenses	101-4010-4011-8210-000		321.62
Inv. 11/17-21/14				
10/15/14	Reimb. PD Training Expenses	101-4010-4011-8210-000		125.00
Ck. 11/05/14 185610	Total			526.62
Better Life Mobility Centers L				
Inv. 19364				
10/08/14	Transit Van#78 Inspection	205-8030-8025-8100-000		399.27
Inv. 19365				
10/08/14	Transit Van#77 Maint. Svcs	205-8030-8025-8100-000		300.67
11/05/14 185611	Total			699.94
BMI				
Inv. 25608884				
10/02/14	Muscial License Renewal Fee	101-8030-8032-8264-000		330.00
Ck. 11/05/14 185612	Total			330.00
Bordeaux, Janet				
Inv. 9/14				
10/14/14	Instructor Line Dance Class	101-8030-8021-8267-000		64.00
Ck. 11/05/14 185613	Total			64.00
Brodart Co.				
Inv. 372166				
10/10/14	Lib Tech Svcs Supplies	101-8010-8011-8020-000		601.68
Ck. 11/05/14 185614	Total			601.68
Burke, Williams & Sorensen, LL				
Inv. 182148				
10/17/14	Legal Svcs 9/14	101-2010-2501-8160-000		991.39
Inv. 182149				
10/17/14	Legal Svcs 9/14	101-2010-2021-8160-000		45.00
Inv. 182150				
10/17/14	Legal Svcs 9/14	227-7200-7210-8160-000		115.00
Ck. 11/05/14 185615	Total			1,151.39
CA Linen Services				
Inv. 1047005				
07/21/14	FD Dept Supplies	101-5010-5011-8020-000		134.62
Inv. 1075191				
10/13/14	FD Dept Supplies	101-5010-5011-8020-000		112.95

Inv. 1077426				
10/20/14	FD Dept. Supplies	101-5010-5011-8020-000		115.50
Inv. 1079688				
??????	FD Dept. Supplies	101-5010-5011-8020-000		115.72
Ck. 11/05/14 185616	Total			478.60
Caltronics Business Systems				
Inv. 1640309				
10/10/14	Toner Shipping	101-8010-8011-8110-000		15.00
Ck. 11/05/14 185617	Total			15.00
Canteen Refreshment Svcs				
Inv. 135560138468				
09/25/14	Comm. Svcs Coffee & Supplies	101-8030-8021-8020-000		185.18
Ck. 11/05/14 185618	Total			185.18
Cantu Graphics				
Inv. 4138				
10/20/14	Transit Pads	205-8030-8025-8050-000		316.10
Ck. 11/05/14 185619	Total			316.10
Catering Systems Inc.				
Inv. 3284				
10/06/14	Sr. Center Meals w/ 9/29-10/3/	260-8030-8023-8180-000		1,145.32
Inv. 3294				
10/13/14	Sr. Center Meals w/ 10/6-10/14	260-8030-8023-8180-000		1,124.42
Inv. 3301				
10/21/14	Sr. Center Meals w/ 10/14-17/1	260-8030-8023-8180-000		953.04
Ck. 11/05/14 185620	Total			3,222.78
CBE Los Angeles				
Inv. 1627503				
10/05/14	Copier Overages 9/5-10/4/14	101-3010-3011-8110-000		2.72
10/05/14	Copier Overages 9/5-10/4/14	500-3010-3012-8110-000		2.73
10/05/14	Copier Overages 9/5-10/4/14	101-7010-7101-8110-000		5.45
Ck. 11/05/14 185621	Total			10.90
CBE Los Angeles				
Inv. 1629627				
10/20/14	FD Copier Overages 9/20-10/19/	101-5010-5011-8170-000		32.51
Ck. 11/05/14 185622	Total			32.51
Center for Youth Patriotism				
Inv. 11/11/14				
10/23/14	Honorarium Salute to the Flag	101-8010-8011-8085-000		150.00
Ck. 11/05/14 185623	Total			150.00
Chan, Benjamin				
Inv. Fall 2014				
10/22/14	Instructor Tai Chi Class	101-8030-8032-8267-000		273.00
Ck. 11/05/14 185624	Total			273.00
Chem Pro Laboratory, Inc.				
Inv. 580736				
09/10/14	Water Tower Maint.	101-6010-6601-8120-000		63.22
Ck. 11/05/14 185625	Total			63.22
Chow, Calvin				
Inv. Fall 2014				
10/22/14	Instructor Tennis Classes	101-8030-8032-8267-000		1,228.50

Ck. 11/05/14 185626	Total		1,228.50
Chuck's Appliance Service			
Inv. 214-1359			
10/08/14	City Hall Ice Maker Repair	101-6010-6601-8120-000	322.48
Ck. 11/05/14 185627	Total		322.48
Chung, Sam			
Inv. Fall 2014			
10/22/14	Instructor Karate Class	101-8030-8032-8267-000	104.00
Ck. 11/05/14 185628	Total		104.00
City of Glendale			
Inv. GLN0000006012			
10/01/14	ICIS Roamer Fees 10/2014-12/20	101-4010-4011-8180-000	1,275.00
Ck. 11/05/14 185629	Total		1,275.00
CKCK Distribution			
Inv. 33			
09/19/14	Gloves	210-6010-6501-8020-000	479.60
Inv. 34			
??????	Gloves	210-6010-6501-8020-000	479.60
Ck. 11/05/14 185630	Total		959.20
Clean Source Inc.			
Inv. 2864228-00			
10/02/14	Library Janitorial Supplies	101-8010-8011-8120-000	336.47
Inv. 2864778-00			
10/03/14	Comm. Svcs Restroom Supplies	101-8030-8021-8120-000	307.87
Inv. 2867370-00			
10/16/14	Lib. Restroom Supplies	101-8010-8011-8120-000	431.52
Ck. 11/05/14 185631	Total		1,075.86
Collier, Peter			
Inv. 11/11/14			
10/23/14	Citywide Reading Program-Honor	101-8010-8011-8085-000	1,000.00
Ck. 11/05/14 185632	Total		1,000.00
Cordoba, Enio			
Inv. Fall 2014			
10/22/14	Instructor Salsa Dance Class	101-8030-8032-8267-000	67.20
Ck. 11/05/14 185633	Total		67.20
CoreLogic Information Solution			
Inv. 81280386			
09/30/14	Realquest.com Svcs 9/14	101-7010-7101-8020-000	153.67
Inv. 81281440			
09/30/14	Realquest.com Svcs 9/14	101-6010-6011-8020-000	270.17
Ck. 11/05/14 185634	Total		423.84
Corney, Jose			
Inv. 10/13/14			
10/14/14	Reimb. PD Training Expense	101-4010-4011-8210-000	61.60
Inv. 10/14 & 10/16			
10/24/14	Reimb. PD Training Expense	101-4010-4011-8200-000	218.78
Ck. 11/05/14 185635	Total		280.38
Corforth, Darren			
Inv. Fall 2014			
10/22/14	Instructor Tennis Class	101-8030-8032-8267-000	780.00

Ck. 11/05/14 185636	Total		780
Courtesy Electric Wholesale			
Inv. S1296715.001			
09/10/14	LED Lights for Arroyo Park Res	101-6010-6601-8120-000	99.68
Inv. S1299785.001			
09/25/14	Water Div. Garage Lighting	101-6010-6601-8120-000	131.32
Inv. S1299786.001			
09/25/14	WMB Exterior Lighting	101-6010-6601-8120-000	97.96
Ck. 11/05/14 185637	Total		328.96
D & S Printing			
Inv. 1632			
10/03/14	2500 Comm. Svcs Dept. Envelope	101-8030-8021-8050-000	136.25
10/03/14	2500 Comm. Svcs Dept. Envelope	205-8030-8025-8050-000	136.25
Inv. 8714			
10/13/14	1000 PW Envelopes	101-6010-6011-8050-000	256.15
Inv. 8726			
10/21/14	PD Parking Stickers & Permits	101-4010-4011-8020-000	3,067.26
Ck. 11/05/14 185638	Total		3,595.91
De Lage Landen			
Inv. 42957358			
10/02/14	2nd Floor Copier Lease 10/15-1	101-6010-6011-8300-000	127.58
10/02/14	2nd Floor Copier Lease 10/15-1	101-2010-2011-8300-000	127.58
10/02/14	2nd Floor Copier Lease 10/15-1	101-1020-1021-8300-000	127.58
Ck. 11/05/14 185639	Total		382.74
Defery, Ashley			
Inv. 9/14			
10/10/14	Instructor Pep Your Life Class	101-8030-8021-8267-000	415.00
Ck. 11/05/14 185640	Total		415.00
Delgado, Ana Maria			
Inv. 9/14			
10/14/14	Instructor Yoga Classes	101-8030-8021-8267-000	297.60
Ck. 11/05/14 185641	Total		297.60
Dept of Justice			
Inv. 054829			
09/04/14	Applicant Fingerprint Svcs 8/1	101-4010-4011-8020-000	160.00
Ck. 11/05/14 185642	Total		160.00
Digital Telecommunications Cor			
Inv. 19384			
10/10/14	Telephone Line Svc 10/14	101-3010-3041-8150-000	814.37
Ck. 11/05/14 185643	Total		814.37
Discreet Protection Services			
Inv. 5151015			
10/15/14	Background Investigation Fee	101-4010-4011-8170-000	630.00
Ck. 11/05/14 185644	Total		630.00
DMR Team			
Inv. #3			
10/06/14	Hawthorne Water Improve Design	101-9000-9358-9358-000	1,160.00
10/13/14	Hawthorne St. Improvement Proj	101-9000-9358-9358-000	1,920.00
Inv. 10260118170-76			
10/13/14	Engineering Consulting Svcs 6/	101-6010-6011-8170-000	6,760.00

ck. 11/05/14 185645	Total		9,840.00
Do, Delilah			
Inv. R52894			
10/07/14	Refund Cancelled Park Rsvp	101-0000-0000-5270-005	27.50
Ck. 11/05/14 185646	Total		27.50
Dr. Detail Ph.D			
Inv. 00018			
10/18/14	Library Carpet Cleaning	101-8010-8011-8120-000	1,000.00
Ck. 11/05/14 185647	Total		1,000.00
Duarte, Margie			
Inv. R52893			
10/07/14	Refund Cancelled Park Rsvp	101-0000-0000-5270-005	110.00
Ck. 11/05/14 185648	Total		110.00
Dunn Edwards Paints			
Inv. 2026435169			
10/01/14	Paint Supplies	101-6010-6601-8020-000	262.53
Ck. 11/05/14 185649	Total		262.53
Edwards Etzrodt, Lori Anne			
Inv. Fall 2014			
10/22/14	Instructor Hatha Fun Class	101-8030-8032-8267-000	136.50
Ck. 11/05/14 185650	Total		136.50
skine, Erin			
Inv. R53234			
10/15/14	Refund Dropped Class	101-0000-0000-5270-002	91.00
Ck. 11/05/14 185651	Total		91.00
Eurofins Eaton Analytical			
Inv. L0185547			
09/26/14	Water Quality Testing	500-6010-6711-8170-000	127.00
Inv. L0185615			
09/26/14	Water Quality Testing	500-6010-6711-8170-000	127.00
Inv. L0185908			
09/29/14	Water Quality Testing	500-6010-6711-8170-000	30.00
Inv. L0187057			
10/06/14	Water Quality Testing	500-6010-6711-8170-000	85.00
Inv. L0187060			
10/06/14	Water Quality Testing	500-6010-6711-8170-000	127.00
Inv. L0188643			
10/16/14	Water Quality Testing	500-6010-6711-8170-000	85.00
Inv. L0188644			
10/16/14	Water Quality Testing	500-6010-6711-8170-000	255.00
Inv. L0188902			
10/17/14	Water Quality Testing	500-6010-6711-8170-000	20.00
Inv. L0188909			
10/17/14	Water Quality Testing	500-6010-6711-8170-000	10.00
Inv. L0189092			
10/20/14	Water Quality Testing	500-6010-6711-8170-000	127.00
Inv. L0189138			
10/20/14	Water Quality Testing	500-6010-6711-8170-000	127.00
Ck. 11/05/14 185652	Total		1,120.00
zeli, Sarah			
Inv. Fall 2014			
10/22/14	Instructor Yoga Classes	101-8030-8032-8267-000	686.40

Ck. 11/05/14 185653	Total		680
Federal Express			
Inv. 2-764-91748 08/29/14	Finance Overnight Shipping	101-3010-3011-8010-000	15.93
Inv. 2-779-67175 09/12/14	PD Overnight Shipping	101-4010-4011-8010-000	83.60
Inv. 2-801-13004 10/03/14	Plan/Bldg Overnight Shipping	101-7010-7101-8010-000	57.12
Inv. 2-801-76777 10/03/14	PD Overnight Shipping	101-4010-4011-8010-000	34.12
Inv. 2-808-55236 10/10/14	CMO Overnight Shipping	101-0000-0000-2990-013	20.11
Inv. 2-816-04545 10/17/14	Plan/Bldg Overnight Shipping	101-7010-7101-8010-000	47.25
Ck. 11/05/14 185654	Total		258.13
Ferguson Water Works #1083			
Inv. 0489688 09/26/14	Water Distribution Parts	500-0000-0000-1400-000	848.66
Inv. CM036931 10/28/13	Water Distribution Parts CREDI	500-0000-0000-1400-000	(386.45)
Ck. 11/05/14 185655	Total		462.21
Firehouse Software			
Inv. 1085139 10/09/14	FD Software & Support	101-5010-5011-8020-000	1,035.00
Ck. 11/05/14 185656	Total		1,035.00
Fjeldsted, Steven			
Inv. 10/2/14 10/27/14	Reimb. Parking Exp. Pasadena C	101-8010-8011-8070-000	9.00
Ck. 11/05/14 185657	Total		9.00
Friends of the S.P. Public Lib			
Inv. 10/21/14 10/21/14	Reimb. Southmark Storage Payme	101-8010-8011-8020-000	219.32
Ck. 11/05/14 185658	Total		219.32
Gale, Donna			
Inv. Fall 2014 10/22/14	Instructor Dance Classes	101-8030-8032-8267-000	1,140.00
Ck. 11/05/14 185659	Total		1,140.00
Galls/Quartermaster			
Inv. 002390693 09/04/14	PD Uniform & Supplies	101-4010-4011-8134-000	70.62
Inv. 002390699 09/04/14	PD Uniform & Supplies	101-4010-4011-8134-000	6.54
Inv. 002390815 09/04/14	PD Uniform & Supplies	101-4010-4011-8134-000	25.06
Inv. 002391961 09/05/14	PD Uniform & Supplies	101-4010-4011-8134-000	81.74
Inv. 002433597 09/15/14	PD Uniform Supplies	101-4010-4011-8134-000	49.04
Inv. 002449908 09/18/14	PD Uniform Supplies	101-4010-4011-8134-000	58.84
Inv. 002449920 09/18/14	PD Uniform Supplies	101-4010-4011-8134-000	166.70

ck. 11/05/14 185660	Total		458.59
Garda CL West Inc.			
Inv. 20024740			
09/30/14	Armored Car Svc 9/14 Excess	101-3010-3011-8020-000	6.29
Ck. 11/05/14 185661	Total		6.29
GE Capital			
Inv. 61443388			
09/28/14	Copier Property Tax Fee #90136	101-8030-8021-8300-000	43.27
09/28/14	Copier Property Tax Fee #90136	101-8030-8031-8300-000	43.27
Inv. 61558581			
10/12/14	Copier Lease	101-8030-8021-8300-000	99.19
10/12/14	Copier Lease	101-8030-8031-8300-000	99.19
10/12/14	Copier Lease	101-8030-8032-8300-000	99.19
10/12/14	Copier Lease	205-8030-8025-8300-000	99.19
Ck. 11/05/14 185662	Total		483.30
George L.Throop Co.			
Inv. 01-655831-00			
10/07/14	5 Concrete Sacks	230-6010-6116-8020-000	112.00
Ck. 11/05/14 185663	Total		112.00
Gilmartin, Kristin			
Inv. Fall 2014			
10/22/14	Instructor Baseball Classes	101-8030-8032-8267-000	822.25
Ck. 11/05/14 185664	Total		822.25
L & Associates			
Inv. 14-106			
09/30/14	OrangeGroveStreet Improvement	101-9000-9383-9383-000	11,747.45
Ck. 11/05/14 185665	Total		11,747.45
Golden State Overnight			
Inv. 2656088			
10/15/14	PW Overnight Shipping	310-6010-6501-8170-000	9.58
Ck. 11/05/14 185666	Total		9.58
Grady, Anthony Q.			
Inv. Fall 2014			
10/22/14	Instructor Jiu Jitsu Class	101-8030-8032-8267-000	136.50
Ck. 11/05/14 185667	Total		136.50
Grainger			
Inv. 9566055837			
10/13/14	Hazardous Waste Drum	230-6010-6116-8020-000	183.94
Ck. 11/05/14 185668	Total		183.94
Grangetto, Peggy			
Inv. 10/27/14			
10/27/14	Reimb. PD Notary Public Expens	101-4010-4011-8200-000	43.00
Ck. 11/05/14 185669	Total		43.00
Great Match Consulting			
Inv. 1690002913			
10/01/14	Temp Worker w/e 9/28/14	101-9000-9287-9287-000	3,971.94
Inv. 1690002918			
10/08/14	Temp Worker w/e 10/5/14	101-9000-9287-9287-000	3,292.80
Inv. 1690002923			
10/15/14	Temp Worker w/e 10/12/14	101-9000-9287-9287-000	2,737.14

Ck. 11/05/14 185670	Total		10,00.
Greg's Automotive Services			
Inv. 9393			
10/02/14	Unit#2 Maint Charging System	500-6010-6711-8100-000	45.00
Ck. 11/05/14 185671	Total		45.00
Hang, Ryan			
Inv. 10/16/14			
10/24/14	Reimb. PD Training Expense	101-4010-4011-8200-000	29.84
Ck. 11/05/14 185672	Total		29.84
Haynes Building Services LLC			
Inv. 5513			
10/06/14	Citywide Janitorial Svcs	101-6010-6601-8180-000	9,416.47
Ck. 11/05/14 185673	Total		9,416.47
Healthcare Partners			
Inv. 10973404			
10/17/14	Paramedic Overpayment-M.Fossel	101-0000-0000-5290-001	230.99
Ck. 11/05/14 185674	Total		230.99
HPC Computers Inc.			
Inv. 23253			
08/05/14	Repair PD Printers	101-4010-4011-8110-000	117.65
Inv. 23254			
08/05/14	Repair PD Printers	101-4010-4011-8110-000	117.65
Inv. 23456			
10/03/14	Repair PD Printers	101-4010-4011-8110-000	117.
Inv. 23457			
10/03/14	Repair PD Printers	101-4010-4011-8110-000	117.59
Ck. 11/05/14 185675	Total		470.48
Hudson, Duffy			
Inv. 11/6/14			
10/23/14	Honorarium 11/6/14 Event	101-8010-8011-8085-000	575.00
Ck. 11/05/14 185676	Total		575.00
Huntington Honda			
Inv. 14015655			
09/25/14	PD Large Motorcycle Cover	101-4010-4011-8100-000	129.59
Ck. 11/05/14 185677	Total		129.59
ICG, Inc.			
Inv. 201441			
09/30/14	Community Center Feasibility S	275-6010-6410-8170-000	3,688.00
Ck. 11/05/14 185678	Total		3,688.00
Int'l Code Council			
Inv. 3021816			
10/31/14	2015 Membership Dues	101-7010-7101-8060-000	125.00
Ck. 11/05/14 185679	Total		125.00
Inter-Con Security Systems Inc			
Inv. 419291			
09/10/14	PD Parking Enforcement Svcs 8/	101-4010-4011-8180-000	4,785.84
Inv. 419418			
10/10/14	PD Parking Enforcement Svcs 9/	101-4010-4011-8180-000	3,988.
Ck. 11/05/14 185680	Total		8,774.04

International E-Z Up Inc.			
Inv. 165091			
09/18/14	E-Z Up's w/ Logos	101-1010-1011-8021-000	1,969.92
Ck. 11/05/14 185681	Total		1,969.92
Irwindale Industrial Clinic			
Inv. 279976-555933			
09/30/14	Drug Test-C.Flores & L. Rivas	205-8030-8025-8020-000	175.00
Ck. 11/05/14 185682	Total		175.00
Jack's Auto Repair			
Inv. 14041			
09/15/14	PD Unit#1115 Replace Cooling S	101-4010-4011-8100-000	865.17
Inv. 14046			
09/15/14	PD Unit#1198 Maint.	101-4010-4011-8100-000	1,323.76
Inv. 14050			
10/01/14	PD Unit #0431 Replace Pump	101-4010-4011-8100-000	267.93
Inv. 14062			
10/01/14	PD Unit#0432 Replace Oil Press	101-4010-4011-8100-000	103.94
Ck. 11/05/14 185683	Total		2,560.80
JHM Supply			
Inv. 435536			
09/02/14	Yard Supplies	215-6010-6416-8020-000	98.30
Inv. 436456			
09/09/14	Fair Oaks Medians Supplies	215-6010-6416-8020-000	247.30
Ck. 11/05/14 185684	Total		345.60
In L. Hunter Associates, In			
Inv. SOPASDGR0714			
08/15/14	NPDES Consult Svcs 7/14	101-6010-2015-8170-000	807.50
Inv. SOPASDGR0814			
09/12/14	NPDES Consult Svcs 8/14	101-6010-2015-8170-000	6,745.00
Ck. 11/05/14 185685	Total		7,552.50
Kim, Ok Kwi			
Inv. 217227			
10/19/14	Refund Citation	101-0000-0000-4610-000	33.00
Ck. 11/05/14 185686	Total		33.00
Kosmont Companies			
Inv. 0015			
10/10/14	Dwtm Revitalization Project S	101-0000-0000-2990-013	1,589.95
Ck. 11/05/14 185687	Total		1,589.95
Koutnik, Steven			
Inv. 7/2014-9/2014			
10/10/14	Reimb. Home Delivery Mileage :	101-8030-8021-8020-000	60.76
Ck. 11/05/14 185688	Total		60.76
L.A. Times			
Inv. 010004486183			
10/03/14	Newspaper Subscription 7/7/14-	101-2010-2011-8060-000	127.40
Ck. 11/05/14 185689	Total		127.40
L.A.C. Metropolitan Authority			
Inv. 800059494			
10/13/14	Sr./Disabled TAP Metro Passes	205-2010-2210-8250-000	175.00
10/13/14	Sr./Disabled TAP Metro Passes	205-0000-0000-5500-000	702.00
10/13/14	Sr./Disabled TAP Metro Passes	101-0000-0000-5270-004	702.00

Ck. 11/05/14 185690	Total		1,579
Langford, William			
Inv. 211124168			
10/16/14	Refund Citation	101-0000-0000-4610-000	48.00
Ck. 11/05/14 185691	Total		48.00
Life-Assist Inc.			
Inv. 688931			
10/03/14	FD Medical Supplies	101-5010-5011-8025-000	298.42
Inv. 688988			
10/06/14	FD Medical Supplies	101-5010-5011-8025-000	172.90
Inv. 689239			
10/07/14	FD Medical Supplies	101-5010-5011-8025-000	835.81
Inv. 689332			
10/08/14	FD Medical Supplies	101-5010-5011-8025-000	249.01
Inv. 689904			
10/14/14	FD Medical Supplies	101-5010-5011-8025-000	69.30
Inv. 689950			
10/14/14	FD Medical Supplies	101-5010-5011-8025-000	7.53
Ck. 11/05/14 185692	Total		1,632.97
Mack, Johnny			
Inv. Fall 2014			
10/22/14	Instructor Fit Class	101-8030-8032-8267-000	91.00
Ck. 11/05/14 185693	Total		91.00
Maling, Monique			
Inv. R05627			
10/15/14	Refund Lost & Paid Library Mat	101-0000-0000-5260-003	17.
Ck. 11/05/14 185694	Total		17.00
Manukian, Avick			
Inv. 10/6-17/14			
10/24/14	Reimb. PD Training Expense	101-4010-4011-8210-000	130.96
Ck. 11/05/14 185695	Total		130.96
McIntosh, Deborah			
Inv. 11/7/14			
10/22/14	11/7/14 Presentation	101-8030-8021-8020-000	100.00
Ck. 11/05/14 185696	Total		100.00
Mejia, Michael			
Inv. 10/16/14			
10/24/14	Reimb. PD Training Expense	101-4010-4011-8200-000	29.84
Ck. 11/05/14 185697	Total		29.84
Mike Roos & Company			
Inv. 5141J			
09/30/14	Strategic Planning & Consult S	101-2010-2021-8170-000	3,000.00
Ck. 11/05/14 185698	Total		3,000.00
Miller, Brian			
Inv. Fall 2014			
10/22/14	Instructor Soccer Classes	101-8030-8032-8267-000	5,953.35
Ck. 11/05/14 185699	Total		5,953.35
Modesto, Lourdes			
Inv. R53232			
10/14/14	Refund WMB Deposit 10/11/14	101-0000-0000-2920-000	412.50

ck. 11/05/14 185700	Total		412.50
Morrow & Holman Plumbing Inc			
Inv. P102-2547			
08/22/14	Swr Repair @ 296 Alta Vista Av	210-6010-6501-8180-000	3,512.47
Ck. 11/05/14 185701	Total		3,512.47
Nat'l Diamond			
Inv. 041191			
09/15/14	18" Walk Behind Blade	101-0000-0000-2700-000	(32.76)
09/15/14	18" Walk Behind Blade	500-6010-6710-8020-000	407.68
Ck. 11/05/14 185702	Total		374.92
National Construction Rentals			
Inv. 4002955			
10/08/14	Temp Fence Wilson Well 2 10/9-	500-6010-6711-8020-000	29.70
Ck. 11/05/14 185703	Total		29.70
Natisch, Andie			
Inv. R53399			
10/21/14	Refund WMB Deposit 10/18/14	101-0000-0000-2920-000	500.00
Ck. 11/05/14 185704	Total		500.00
NFPA			
Inv. 6262969Y			
10/02/14	Fire Prevention Week Materials	101-5010-5011-8080-000	399.33
Ck. 11/05/14 185705	Total		399.33
rman's Nursery			
Inv. 503132			
07/30/14	Tree Replacement	215-6010-6310-8020-000	272.50
Ck. 11/05/14 185706	Total		272.50
O' Reilly Automotive Inc.			
Inv. 3213-319020			
10/16/14	Water Distribution Vehicle Mai	500-6010-6710-8100-000	15.67
Ck. 11/05/14 185707	Total		15.67
OCLC Inc.			
Inv. 0000348794			
09/30/14	Lib Cataloguing Svcs	101-8010-8011-8110-000	1,460.56
Ck. 11/05/14 185708	Total		1,460.56
Office Solutions			
Inv. I-00666747			
09/04/14	PD Office Supplies	101-4010-4011-8000-000	779.98
Inv. I-00666972			
09/04/14	PD Office Supplies	101-4010-4011-8000-000	503.82
Ck. 11/05/14 185709	Total		1,283.80
Parada, Thomas			
Inv. Fall 2014			
10/22/14	Instructor Basketball Class	101-8030-8032-8267-000	325.00
Ck. 11/05/14 185710	Total		325.00
Pasadena Humane Society			
Inv. Oct 2014			
10/03/14	PD Animal Control Svcs 10/14	101-4010-4011-8180-000	9,926.05
Inv. Sept. 2014			
09/03/14	PD Animal Control Svcs 9/14	101-4010-4011-8180-000	9,926.05

Ck. 11/05/14 185711	Total		19,852.00
Pasadena Ice Skating Center			
Inv. Fall 2014			
10/22/14	Instructor Ice Skating Class	101-8030-8032-8267-000	180.00
Ck. 11/05/14 185712	Total		180.00
Pasadena Weekly			
Inv. 312287			
10/09/14	Ads	101-8010-8011-8050-000	215.00
Ck. 11/05/14 185713	Total		215.00
Payke Gymnastics			
Inv. Fall 2014			
10/22/14	Instructor Gymnastics Classes	101-8030-8032-8267-000	1,404.00
Ck. 11/05/14 185714	Total		1,404.00
Peak Software Systems Inc.			
Inv. 015605			
10/10/14	SportsMan Annual User Fee & Ma	101-8030-8032-8180-000	500.00
10/10/14	SportsMan Annual User Fee & Ma	101-8030-8031-8180-000	600.00
10/10/14	SportsMan Annual User Fee & Ma	205-8030-8025-8180-000	800.00
10/10/14	SportsMan Annual User Fee & Ma	101-8030-8021-8180-000	1,022.00
Ck. 11/05/14 185715	Total		2,922.00
Perez, Christopher A.			
Inv. 10/16/14			
10/24/14	Reimb. PD Training Expense	101-4010-4011-8200-000	29.84
Ck. 11/05/14 185716	Total		29.84
Personal Court Reporters Inc.			
Inv. 40432			
10/07/14	Transcribing Svcs SP CC Mtg 10	101-7010-7101-8170-000	559.50
Ck. 11/05/14 185717	Total		559.50
Phoenix Group Information Syst			
Inv. 082014184			
09/23/14	PD Citation & Permit Processin	101-0000-0000-4460-000	418.70
09/23/14	PD Citation & Permit Processin	101-0000-0000-4610-000	1,473.44
Ck. 11/05/14 185718	Total		1,892.14
Pitney Bowes Global Fin. Svc L			
Inv. 7141427-OT14			
10/13/14	Postage Meter Lease 7/30-10/30	101-8030-8031-8010-000	64.13
10/13/14	Postage Meter Lease 7/30-10/30	101-8030-8032-8010-000	64.13
10/13/14	Postage Meter Lease 7/30-10/30	205-8030-8025-8010-000	64.13
10/13/14	Postage Meter Lease 7/30-10/30	101-8030-8021-8300-000	64.14
Inv. 8346314-SP14			
10/13/14	Postage Meter Lease	101-2010-2011-8110-000	43.21
10/13/14	Postage Meter Lease	101-2010-2013-8110-000	43.21
10/13/14	Postage Meter Lease	101-1020-1021-8110-000	43.21
10/13/14	Postage Meter Lease	101-6010-6011-8110-000	43.21
10/13/14	Postage Meter Lease	101-5010-5011-8110-000	43.21
10/13/14	Postage Meter Lease	500-6010-6710-8110-000	43.22
10/13/14	Postage Meter Lease	500-3010-3012-8110-000	86.43
10/13/14	Postage Meter Lease	101-7010-7101-8110-000	129.64
10/13/14	Postage Meter Lease	101-3010-3011-8110-000	172.85
10/13/14	Postage Meter Lease	101-4010-4011-8110-000	216.00
Ck. 11/05/14 185719	Total		1,120.00

.tney Bowes-Reserve Account

Inv. 34133033				
10/20/14	Reimb. Postage Meter	500-3010-3012-8010-000		2.09
10/20/14	Reimb. Postage Meter	101-2010-2013-8010-000		3.03
10/20/14	Reimb. Postage Meter	101-1010-1011-8010-000		3.84
10/20/14	Reimb. Postage Meter	101-1020-1021-8010-000		20.04
10/20/14	Reimb. Postage Meter	101-2010-2021-8010-000		25.44
10/20/14	Reimb. Postage Meter	101-2010-2011-8010-000		35.65
10/20/14	Reimb. Postage Meter	101-5010-5011-8010-000		49.39
10/20/14	Reimb. Postage Meter	101-6010-6011-8010-000		323.40
10/20/14	Reimb. Postage Meter	101-3010-3011-8010-000		857.32
10/20/14	Reimb. Postage Meter	101-4010-4011-8010-000		909.96
10/20/14	Reimb. Postage Meter	101-7010-7101-8010-000		1,753.53
Ck. 11/05/14 185720	Total			3,983.69

Podvoll, Candace

Inv. 9/14				
10/10/14	Instructor Meditation Class	101-8030-8021-8267-000		77.60
Ck. 11/05/14 185721	Total			77.60

Post Alarm Systems

Inv. 726197				
10/06/14	Camp Med Monitoring System 11/	101-8030-8032-8180-000		42.95
Inv. 728653				
10/06/14	WMB Monitoring System 11/14	101-8030-8031-8180-000		42.95
Ck. 11/05/14 185722	Total			85.90

Postmaster

Inv. Permit #42				
10/27/14	Annual Postage Permit #42	101-6010-6011-8010-000		220.00
Ck. 11/05/14 185723	Total			220.00

Prietto, Margaret

Inv. R0373854				
10/29/14	Refund Duplicate Inspection Fe	101-0000-0000-5220-002		110.00
Ck. 11/05/14 185724	Total			110.00

Ramos, Jorge

Inv. R52897				
10/07/14	Refund Dropped Class	101-0000-0000-5270-002		139.00
Ck. 11/05/14 185725	Total			139.00

Recorded Books Inc.

Inv. 75006841				
09/23/14	Books	101-8010-8011-8080-000		45.48
Ck. 11/05/14 185726	Total			45.48

Red Wing Shoe Store

Inv. 1500000002671				
10/07/14	Safety Boots-Chris Camacho	230-6010-6116-8134-000		223.00
Ck. 11/05/14 185727	Total			223.00

Refrigeration Supplies Distrib

Inv. 1376772-00				
10/10/14	A/C Supplies & Stock	101-6010-6601-8120-000		114.71
Ck. 11/05/14 185728	Total			114.71

iance Label Solutions Inc

Inv. 02123185				
10/09/14	Lib Books Single Barcode Label	101-8010-8011-8020-000		335.89

Ck. 11/05/14 185729	Total		33.00
Rio Hondo College RTC			
Inv. 11/17-21/14			
10/15/14	PD Training Regist.-Ofcr. Ryan	101-4010-4011-8210-000	38.00
Ck. 11/05/14 185730	Total		38.00
Robles, Vivian			
Inv. 9/14 Mondays			
10/09/14	Instructor Line Dance Classes	101-8030-8021-8267-000	660.00
Inv. 9/14 Saturdays			
10/09/14	Instructor Line Dance Classes	101-8030-8021-8267-000	153.60
Ck. 11/05/14 185731	Total		813.60
Roth Staffing Companies			
Inv. 13018267			
08/01/14	Temp Employee w/e 7/27/14	101-3010-3011-8170-000	63.54
08/01/14	Temp Employee w/e 7/27/14	500-3010-3012-8170-000	190.61
Inv. 13051401			
10/24/14	Temp Employee w/e 10/19/14	101-3010-3011-8170-000	178.57
10/24/14	Temp Employee w/e 10/19/14	500-3010-3012-8170-000	535.72
Ck. 11/05/14 185732	Total		968.44
S.P.Chamber of Commerce			
Inv. 4921			
10/14/14	BIT 2nd Qrt Allocations FY 14-	220-2010-2301-8185-000	24,100.00
Ck. 11/05/14 185733	Total		24,100.00
S.P.Review			
Inv. 2808			
10/07/14	Ads	101-8010-8011-8040-000	64.00
Inv. 2833			
10/16/14	Public Notice 2131 Hanscom Dri	101-7010-7101-8040-000	76.00
Inv. 2834			
10/16/14	Public Notice 820 El Centro	101-7010-7101-8040-000	80.00
Inv. 2835			
10/16/14	Public Notice 1416 El Centro	101-7010-7101-8040-000	80.00
Inv. 2836			
10/16/14	Public Notice 821 Orange Grove	101-7010-7101-8040-000	72.00
Inv. 2837			
10/16/14	Public Notice Zoning Code	101-7010-7101-8040-000	84.00
Inv. 2838			
10/16/14	Public Notice 1820 Mission	101-7010-7101-8040-000	88.00
Ck. 11/05/14 185734	Total		544.00
Salcido, Juan			
Inv. 10/21/14			
10/22/14	Reimb. PD Training Expense	101-4010-4011-8200-000	6.16
Ck. 11/05/14 185735	Total		6.16
Samudio, Domingo			
Inv. 11/11/14			
10/23/14	Honorarium 11/11/14 Event	101-8010-8011-8085-000	100.00
Ck. 11/05/14 185736	Total		100.00
San Marino Security System			
Inv. 00085107			
10/01/14	BackupAlarmBilike/RaymondTank1	500-6010-6711-8020-000	228
Inv. 00085160			
10/01/14	Garfield Youth House 10/2014-1	101-8030-8031-8180-000	294.00

.. 11/05/14 185737	Total		522.00
San Pascual Stables			
Inv. Fall 2014			
10/22/14	Instructor Horsemanship Classe	101-8030-8032-8267-000	4,320.00
Ck. 11/05/14 185738	Total		4,320.00
Sanchez, Michael			
Inv. 10/06/14			
10/15/14	Reimb. PD Training Expense	101-4010-4011-8210-000	61.60
Ck. 11/05/14 185739	Total		61.60
Sardo Custom Upholstery			
Inv. 2024			
09/12/14	PD Unit#1115 Replace Cushions	101-4010-4011-8100-000	589.63
Inv. 2054			
10/14/14	PD Unit#1115 Repair Cushion Co	101-4010-4011-8100-000	125.00
Ck. 11/05/14 185740	Total		714.63
SBSD- Training Center			
Inv. 9/29/14			
10/24/14	PD Registration-Ofcr. Manukian	101-4010-4011-8210-000	200.00
Inv. 9/29/14 A			
10/24/14	PD Registration-Ofcr. DuBois &	101-4010-4011-8210-000	200.00
Ck. 11/05/14 185741	Total		400.00
SC Fuels			
Inv. 0193858			
10/10/14	Yard Unleaded & Diesel Fuel	101-0000-0000-1400-000	5,315.91
Ck. 11/05/14 185742	Total		5,315.91
Security Design Systems, Inc.			
Inv. 194529			
10/01/14	PD Camera Lease 10/14	101-4010-4011-8110-000	65.18
Ck. 11/05/14 185743	Total		65.18
Shipley, Dorothy			
Inv. 058A61949			
10/17/14	Refund Paramedic Overpayment	101-0000-0000-5290-001	371.84
Ck. 11/05/14 185744	Total		371.84
Shono, Jean			
Inv. 9/14			
10/10/14	Instructor Knitting Class	101-8030-8021-8267-000	32.00
Ck. 11/05/14 185745	Total		32.00
Showcases			
Inv. 281796			
10/07/14	Lib Tech Svcs Supplies	101-0000-0000-2700-000	(34.13)
10/07/14	Lib Tech Svcs Supplies	101-8010-8011-8020-000	443.67
Ck. 11/05/14 185746	Total		409.54
Siemens Industry Inc.			
Inv. 5610004431			
10/02/14	Traffic Signal Maint 9/14	215-6010-6115-8180-000	2,096.72
Inv. 5620004566			
10/02/14	Traffic Signal Call Outs 9/14	215-6010-6115-8180-000	1,145.48
.. 11/05/14 185747	Total		3,242.20

So CA News Circulation

Inv. 76420691				
10/14/14	FD Subscription til 2/10/15		101-5010-5011-8080-000	107.26
Ck. 11/05/14 185748	Total			107.26

Solinsky, Brian

Inv. 10/06/14				
10/14/14	Reimb. PD Training Expense		101-4010-4011-8210-000	61.60
Ck. 11/05/14 185749	Total			61.60

Specialty Lighting Dist./CED

Inv. 4999-468836				
10/02/14	LED Bldg Lighting PD Basement		101-6010-6601-8020-000	110.44
Ck. 11/05/14 185750	Total			110.44

Srivastava, Krishna

Inv. R53400				
10/21/14	Refund Eddie Park House Deposi		101-0000-0000-2920-001	250.00
Ck. 11/05/14 185751	Total			250.00

Staples Business Advantage

Inv. 3243245746				
09/23/14	Rec Office Supplies		101-8030-8032-8000-000	98.18
Inv. 3243486525				
09/26/14	Rec Office Supplies		101-8030-8032-8264-000	17.31
09/26/14	Rec Office Supplies		101-8030-8032-8000-000	316.61
Inv. 3243486526				
09/26/14	Sr. Center Office Supplies		205-8030-8025-8000-000	25.80
09/26/14	Sr. Center Office Supplies		101-8030-8031-8000-000	155
09/26/14	Sr. Center Office Supplies		101-8030-8021-8000-000	234.
Inv. 3243758197				
09/27/14	Plan/Bldg Office Supplies		101-7010-7101-8000-000	249.78
Inv. 3243758198				
09/27/14	Plan/Bldg Office Supplies		101-7010-7101-8000-000	39.45
Inv. 3244208459				
10/02/14	Plan/Bldg Office Supplies		101-7010-7101-8000-000	38.39
Inv. 3244280195				
10/03/14	CMO, CC & PW Office Supplies		101-6010-6011-8020-000	77.39
10/03/14	CMO, CC & PW Office Supplies		101-1020-1021-8000-000	147.39
10/03/14	CMO, CC & PW Office Supplies		101-2010-2011-8000-000	151.22
Inv. 3244280196				
10/03/14	Library Office Supplies		101-8010-8011-8000-000	222.67
Inv. 3244280197				
10/03/14	Plan/Bldg Office Supplies		101-7010-7101-8000-000	161.31
Inv. 3244280198				
10/03/14	Yard Office Chairs		210-6010-6501-8020-000	163.49
10/03/14	Yard Office Chairs		230-6010-6116-8020-000	163.49
10/03/14	Yard Office Chairs		101-6010-6601-8020-000	327.00
Inv. 3245066165				
10/08/14	Rec Office Supplies		101-8030-8031-8000-000	30.49
10/08/14	Rec Office Supplies		101-8030-8032-8000-000	45.65
Inv. 3245122551				
10/09/14	Finance Office Supplies		101-3010-3011-8000-000	534.75
Inv. 3245122552				
10/09/14	Sr. Center Office Supplies		205-8030-8025-8000-000	50.58
10/09/14	Sr. Center Office Supplies		101-8030-8021-8000-000	257.97
Inv. 3245122553				
10/09/14	Sr. Center Office Supplies		101-8030-8021-8000-000	3
Inv. 3245122555				
10/09/14	Sr. Center Office Supplies		101-8030-8021-8000-000	45.49

.. 11/05/14 185752	Total		3,558.20
Studio Spectrum			
Inv. 17970			
09/29/14	AV Svcs 9/14	101-1020-1021-8170-000	3,350.00
Ck. 11/05/14 185753	Total		3,350.00
Swords Fencing Studio			
Inv. Fall 2014			
10/22/14	Instructor Fencing Class	101-8030-8032-8267-000	318.50
Ck. 11/05/14 185754	Total		318.50
Tahmizian, Marina			
Inv. Fall 2014			
10/22/14	Instructor Piano Classes	101-8030-8032-8267-000	982.80
Ck. 11/05/14 185755	Total		982.80
The House of Printing, Inc.			
Inv. 148500			
10/08/14	PD Busn Cards Sgt.Matthew Ronn	101-4010-4011-8050-000	99.88
Ck. 11/05/14 185756	Total		99.88
Thompson, Vanessa			
Inv. R53233			
10/15/14	Refund Dropped Class	101-0000-0000-5270-002	91.00
Ck. 11/05/14 185757	Total		91.00
Wiley Crane Inspection Svc Co			
Inv. 14504			
09/30/14	Annual Inspection Versalift Ac	101-6010-6601-8110-000	350.00
Inv. 14505			
09/30/14	Annual Inspection for Genie Li	101-6010-6601-8110-000	350.00
Inv. 14506			
09/30/14	Annual Inspection for Aerial L	101-6010-6601-8110-000	350.00
Ck. 11/05/14 185758	Total		1,050.00
Time Warner Cable			
Inv. 008 0011783			
10/19/14	Camp Med Internet 8/19-11/18/1	101-8030-8031-8180-000	239.40
Ck. 11/05/14 185759	Total		239.40
Tom's Clothing & Uniforms Inc			
Inv. 81781			
09/24/14	PD Uniform & Accessories	101-4010-4011-8134-000	5.45
Ck. 11/05/14 185760	Total		5.45
Transtech Engineers Inc.			
Inv. 14091273			
09/01/14	Bldg & Safety Svcs 8/14	101-7010-7101-8180-000	25,553.19
Ck. 11/05/14 185761	Total		25,553.19
TruGreen Landcare-West			
Inv. 7817623			
09/30/14	Landscape Svcs 9/14	215-6010-6416-8180-000	5,012.36
09/30/14	Landscape Svcs 9/14	101-6010-6410-8180-000	12,061.64
Ck. 11/05/14 185762	Total		17,074.00
Jui, Kamryn			
Inv. R53236			
10/15/14	Refund Dropped Class	101-0000-0000-5270-002	45.00

Ck. 11/05/14 185763	Total		4.
Underground Service Alert			
Inv. 920140687			
10/01/14	Underground Svc Alerts 9/14	500-6010-6710-8020-000	103.50
Ck. 11/05/14 185764	Total		103.50
Unique Mgmt Svcs Inc.			
Inv. 271965			
10/01/14	Lib. Recovering Agency Svcs 9/	101-8010-8011-8180-000	259.55
Ck. 11/05/14 185765	Total		259.55
United Traffic Svcs & Supply			
Inv. R13503			
10/02/14	PD/FD Open House & Car Show Ba	230-6010-6116-8020-000	430.55
Ck. 11/05/14 185766	Total		430.55
Upper S.G.Mun. Water Dist.			
Inv. 2/09-14			
10/09/14	Water Supply KolleAve/Monterey	500-6010-6711-8231-000	71.67
Ck. 11/05/14 185767	Total		71.67
URS Corporation			
Inv. 5979144			
08/13/14	Wilson Rsvr Project Revisions	500-9000-9255-9255-000	5,620.00
Inv. 6010097			
09/24/14	Wilson Rsvr Project Revisions	500-9000-9255-9255-000	3,277.00
Ck. 11/05/14 185768	Total		8,897.00
V & S Pasadena Inc. - AAMCO			
Inv. 141118			
08/29/14	Transit Van#75 Vehicle Inspect	205-8030-8025-8100-000	1,233.58
Ck. 11/05/14 185769	Total		1,233.58
Valdescona, Patricia			
Inv. R52895			
10/07/14	Refund Camp Med	101-0000-0000-5270-001	143.00
Ck. 11/05/14 185770	Total		143.00
Valencia, James			
Inv. 10/13/14			
10/14/14	Reimb. PD Training Expense	101-4010-4011-8210-000	61.60
Ck. 11/05/14 185771	Total		61.60
Verizon Wireless			
Inv. 9731067016			
08/26/14	PD Air Cards 7/27-8/26/14	101-4010-4011-8150-000	1,520.65
Inv. 9732765111			
09/26/14	City IPAD's 8/27-9/26/14	101-3010-3011-8150-000	38.01
09/26/14	City IPAD's 8/27-9/26/14	101-2010-2011-8150-000	76.02
09/26/14	City IPAD's 8/27-9/26/14	101-5010-5011-8150-000	76.02
Ck. 11/05/14 185772	Total		1,710.70
Vision Internet Providers Inc.			
Inv. 28600			
10/07/14	Web Hosting Monthly Fee 10/14	101-8030-8032-8020-000	210.00
Ck. 11/05/14 185773	Total		210.00

A Auto Repair				
Inv. 184756				
10/03/14	PD Unit #9320 Change Tire & Va	101-4010-4011-8100-000		25.00
Inv. 184757				
10/14/14	PD Unit#1111 Change 2 Tires	101-4010-4011-8100-000		50.00
Ck. 11/05/14 185774	Total			75.00
Vulcan Materials Co. & Affilia				
Inv. 70536696				
10/06/14	Washed Concrete Sand	500-6010-6710-8020-000		283.70
10/06/14	Washed Concrete Sand	230-6010-6116-8020-000		283.70
Ck. 11/05/14 185775	Total			567.40
Western Fence				
Inv. 17368				
10/07/14	Arroyo Park Fence Repair	101-6010-6410-8020-000		500.00
Inv. 17376				
10/07/14	Orange Grove Park Tennis Court	101-6010-6601-8020-000		100.00
10/07/14	Orange Grove Park Tennis Court	232-6010-6417-8020-000		250.00
Ck. 11/05/14 185776	Total			850.00
Western Pacific Signal LLC				
Inv. 19489				
10/06/14	Pedestrian Push Button Devices	215-6010-6115-8020-000		428.75
Ck. 11/05/14 185777	Total			428.75
WestNet				
Inv. 22931				
08/16/14	FD First in Alerting Maint Svc	101-5010-5011-8120-000		2,218.04
Ck. 11/05/14 185778	Total			2,218.04
Wong, Pauline				
Inv. 9/14				
10/14/14	Instructor Line Dance Class	101-8030-8021-8267-000		20.00
Ck. 11/05/14 185779	Total			20.00
Y Tire Sales				
Inv. 115288				
10/02/14	PD Unit# 9320 Tires	101-4010-4011-8180-000		221.74
Inv. 115364				
10/14/14	PD Unit#9320 Change 2 Tires	101-4010-4011-8180-000		199.59
Ck. 11/05/14 185780	Total			421.33
Y Tire Sales				
Inv. 172338				
09/30/14	2 Backhoe Tires	230-6010-6116-8100-000		1,623.70
Ck. 11/05/14 185781	Total			1,623.70
Zavala, Isabel				
Inv. R53470				
10/24/14	Refund Cancelled Park Rsvp	101-0000-0000-5270-005		27.50
Ck. 11/05/14 185782	Total			27.50
Zee, Yuet				
Inv. 10/14				
10/09/14	Instructor Line Dance Class	101-8030-8032-8267-000		93.60
11/05/14 185783	Total			93.60

Zumar Industries, Inc.

Inv. 0154586				
09/11/14	Street Name Signs	230-6010-6116-8020-000		450.63
Inv. 0154658				
09/17/14	Street Name Signs	230-6010-6116-8020-000		431.14
Inv. 0154898				
09/30/14	Right Turn Signs	230-6010-6116-8020-000		151.45
Inv. 0154901				
09/30/14	Street Name Signs	230-6010-6116-8020-000		305.55
Ck. 11/05/14 185784	Total			1,338.77
Total				315,353.27

ATTACHMENT 4
Payroll 10-24-14

PAYROLL ACCOUNT RECONCILIATION
City of South Pasadena
for Payroll 10.24.14

Account Number	Account Name	11.05.14
101-0000-0000-1010-000	General Fund - Payroll cash	615,427.57
	Other Withholding Payables	\$ 364,378.08
<hr/>		
101-0000-0000-1010-000	Net General Fund - Payroll Cash	251,049.49
	Insurance Adjustment	-
204-0000-0000-1010-000	Traffic Improvement	
205-0000-0000-1010-000	Prop A - Payroll Cash	6,253.90
207-0000-0000-1010-000	Prop C - Payroll Cash	6,765.97
210-0000-0000-1010-000	Sewer Fund - Payroll Cash	11,959.54
211-0000-0000-1010-000	CTC Traffic Improvement	-
215-0000-0000-1010-000	Street Lighting & Landscape Assessment - PR C	11,153.76
218-0000-0000-1010-000	Clean Air Act	-
227-0000-0000-1010-000	CRA - Payroll Cash	8,629.16
229-0000-0000-1010-000	CRA Housing - Payroll Cash	-
230-0000-0000-1010-000	State Gas Tax Fund - Payroll Cash	17,954.11
247-0000-0000-1010-000	SGVCOG Grant Fund	-
260-0000-0000-1010-000	CDBG - Payroll Cash	-
274-0000-0000-1010-000	Homeland Security Grant	-
310-0000-0000-1010-000	Sewer Capital Projects Fund	1,913.09
500-0000-0000-1010-000	Water Fund - Payroll Cash	51,291.80
700-0000-0000-2210-000	Internal Revenue Service	60,924.72
700-0000-0000-2230-000	Internal Revenue Service	15,354.74
Total Checks & Direct Deposits		443,250.28
Checks		23,168.13
Direct Deposits		343,802.69
I.R.S Payments		76,279.46
		<hr/>
		443,250.28
To 700		708,180.77
Other PR Payable		364,378.08
ACH Payable		343,802.69
		<hr/>

ATTACHMENT 5
Redevelopment Successor Agency Check Summary Total

Redevelopment Successor Agency Check Summary Total

Agency Warrants 11.05.14

<u>Vendor</u>	<u>Invoice #</u>	<u>Check #</u>	<u>Department</u>	<u>Description</u>	<u>Amount</u>
City of South Pasadena	P/R/E 10/19/14	ACH	227.0000.0000.1010.000	Payroll PE 10.19.14	\$ 8,629.16
Pers Health insurance	P/R/E 10/19/14	185530	227.7200.7210.7131.000	Health Ins. Nov-14	\$ 302.69
Union Bank of CA	6711646799	185585	227.0000.0000.1001.000	Downtown Revitalization Redevelop Tax	\$ (11.34)
Union Bank of CA	6711646799	185585	227.7200.7211.8331.000	Downtown Revitalization Redevelop Tax	\$ 46,059.38
Burke, Williams & Sorensen	182150	185615	227.7200.7210.8160.000	Legal Svcs 9/14	\$ 115.00

RSA Report Total

\$ 55,094.89

Marina Khubesrian, M.D., Agency Chair

Evelyn G. Zneimer, Agency Secretary



David Batt, Agency Treasurer

City of South Pasadena Agenda Report

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 5, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager 

FROM: Teresa L. Highsmith, City Attorney
Lucy Demirjian, Executive Assistant to City Manger 

SUBJECT: **First Reading and Introduction of an Ordinance Amending South Pasadena Municipal Code Section 17.52 Definitions to Add Electronic Smoking Devices to the Prohibition of Smoking in Public Places And in Places of Work**

Recommendation

It is recommended that the City Council read by title only for first reading, waiving further reading, and introduce an ordinance to amend Section 17.52 of Article V – Smoking-Prohibited, of Chapter 17 – Health and Sanitation, of the South Pasadena Municipal Code (SPMC) to add a new definition for "electronic smoking devices," and revising the definition of smoking and tobacco products to include electronic smoking devices.

Fiscal Impact

There is no fiscal impact with the adoption of the proposed ordinance. There are minimal costs associated with public outreach and education.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

The City Council directed staff to draft an ordinance that would incorporate e-cigarettes into the City's existing "No Smoking" Ordinance No. 2161. The ordinance for consideration provides new definitions to include electronic smoking device, including e-cigarettes and other similar devices.

The use of electronic smoking devices is a recent trend that is proliferating in many cities throughout the nation. Electronic smoking devices have not been approved by the Food and Drug Administration (FDA) for smoking cessation. The FDA has expressed concerns about the safety of electronic smoking devices following FDA testing that found some devices contain toxins and carcinogens. Subsequent scientific studies have also raised concern about the safety of electronic smoking devices to bystanders who involuntarily inhale the released vapor. For example, a recent

scientific study found lead, nickel and chromium (elements listed on the FDA's List of Harmful and Potentially Harmful Chemicals) in the vapors produced by electronic smoking devices. Another recent scientific study confirmed that electronic smoking devices that contain nicotine also emit nicotine in the vapor that is released.

Analysis

Prohibiting electronic smoking devices in public places is necessary in order to protect the public health, safety and welfare. The use of electronic smoking devices is often visually similar to the smoking of cigarettes and has already been observed in locations where smoking is prohibited. This has created concern for nonsmokers, confusion amongst business owners seeking to comply with the City's "No Smoking" laws, and threatens to interfere with the City's enforcement of the SPMC. The City is also concerned that the use of electronic smoking devices in public areas may increase the social acceptability of smoking, particularly for youth, and reverse the progress that has been made over the years to discourage smoking.

The Los Angeles County Department of Public Health supports amending local smoke-free policies to include electronic smoking devices. Cities and counties in California have enacted similar ordinances to include electronic smoking devices in their existing smoke-free laws.

In 1994, the California Smoke-Free Indoor Workplace Law was codified in Labor Code Section 6404.5. This law prohibited tobacco smoking in all enclosed places of employment and expressly preempted local regulation of tobacco smoking in indoor workplaces. The State Labor Code only addresses indoor areas and, thus, leaves open the possibility for local jurisdictions to regulate smoking in outdoor areas.

Currently, SPMC Chapter 17 Article V, enacted in 2007, pursuant to the provisions of Section 118910 of the California Health and Safety Code, prohibits smoking in public places and in places of work in order to eliminate the hazards and nuisance which smoking causes to those who are involuntarily exposed and prohibits the smoking of tobacco in many public places.

The proposed ordinance would amend SPMC Section 17.52 by defining "electronic smoking device," and expanding the definition of "Smoking" (17.52 H) and the definition of "Tobacco product" (17.52 M) to include "electronic smoking device." Electronic smoking device means an electronic or battery-operated device, the use of which resembles smoking, which can be used to deliver nicotine or other substances to the person inhaling from the device. Electronic smoking device includes, but is not limited to, electronic cigarettes, electronic cigars, electronic cigarillos, electronic pipes and electronic hookahs. The amendment would thereby ensure electronic smoking devices are treated the same as tobacco products and prohibited anywhere smoking of tobacco is prohibited by local, state or federal law.

Legal Review

The City Attorney has reviewed this item.

First Reading of Ordinance Prohibiting Use of Electronic Smoking Devices
November 5, 2014
Page 3 of 3

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Proposed Ordinance Amending SPMC Section 17.52

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING SECTIONS 17.52H (SMOKING) AND 17.52M
(TOBACCO PRODUCT) AND ADDING A NEW SECTION 17.52N
(ELECTRONIC SMOKING DEVICE) OF CHAPTER 17
(HEALTH AND SANITATION) OF THE SOUTH PASADENA
MUNICIPAL CODE TO REGULATE THE USE OF
ELECTRONIC SMOKING DEVICES

WHEREAS, cigarette smoking has been linked to various cancers and lung diseases and 440,000 people die in the United States from tobacco-related diseases every year, making it the nation's leading cause of preventable death; and

WHEREAS, the United States Environmental Protection Agency has found secondhand smoke to be a risk to public health and has classified secondhand smoke as a group A carcinogen, the most dangerous class of carcinogens; and

WHEREAS, while many struggle with nicotine and tobacco addiction, those seeking to quit their "habit" have sought several modes of treatment: medicine from their doctors, nicotine patches and in recent years, e-cigarettes; and

WHEREAS, e-cigarettes first entered the U.S. market in 2007 and are electronic inhalers meant to simulate cigarette smoking, which use a heating element that vaporizes a liquid solution, which may include nicotine; and

WHEREAS, although e-cigarettes have been advertised as a "safe" alternative to smoking, they are not currently regulated by the federal Food and Drug Administration (FDA), leaving the states and cities to adopt their own regulations; and

WHEREAS, the U.S. Surgeon General has concluded that there is no risk-free level of exposure to secondhand smoke; and

WHEREAS, FDA testing that found some e-cigarette devices contain toxins and carcinogens and subsequent scientific studies have also raised concern about the safety of electronic smoking devices to bystanders who involuntarily inhale the released vapor; and

WHEREAS, a recent scientific study found lead, nickel, and chromium (elements listed on the FDA's List of Harmful and Potentially Harmful Chemicals) in the vapors produced by electronic smoking devices, while another recent scientific study

confirmed that electronic smoking devices that contain nicotine also emit nicotine in the vapor that is released; and

WHEREAS, just 30 minutes of exposure to secondhand smoke is sufficient to damage blood vessels in a healthy nonsmoker; and

WHEREAS, in the United States, secondhand smoke is thought to cause about 46,000 heart disease deaths each year; and

WHEREAS, several states have adopted legislation banning the sale of e-cigarettes to minors; and

WHEREAS, electronic smoking devices and other unapproved nicotine delivery products have a high appeal to youth due to their high tech design and availability in child-friendly flavors like cotton candy, bubble gum, chocolate chip cookie dough, and cookies and cream milkshake, and represent a calculated attempt by e-cigarette manufacturers to entice children and young adults to purchase and use their devices and constitute an indirect marketing campaign which targets youth; and

WHEREAS, the Center for Disease Control and Prevention (CDC) in a report released on September 5, 2013 stated that in 2011, 4.7% of all high school students had tried e-cigarettes and that in 2012 that percentage more than doubled to 10.0% of all high school students; and

WHEREAS, included in its study, the CDC also reported that these same minors also admitted to smoking conventional cigarettes at the same time; and

WHEREAS, Tim McAfee, M.D., M.P.H., the Director of the CDC Office on Smoking and Health, stated the "increased use of e-cigarettes by teens is deeply troubling. Nicotine is a highly addictive drug. Many teens who start with e-cigarettes may be condemned to struggling with a lifelong addiction to nicotine and conventional cigarettes;" and

WHEREAS, according to Tim McAfee, M.D., M.P.H., the Director of the CDC Office on Smoking and Health, "it should be the goal of all to protect the health of our youth and to keep them from experimenting or using any tobacco product. These dramatic increases in usage suggest that developing strategies to prevent marketing, sales, and use of e-cigarettes among youth is critical;" and

WHEREAS, the City Council of the City of South Pasadena finds that the public health and safety of its citizens, particularly its youth, is being endangered by the lack of comprehensive regulation of the sale of e-cigarettes, and that regulation of the distribution and sale of e-cigarettes is a legitimate role of the government relating to the welfare of its citizens.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

(new words and phrases are underlined)

SECTION 1. The above recitals constitute findings of the City Council of the City of South Pasadena.

SECTION 2. The following sub-sections H (Smoking) and M (Tobacco Product) of South Pasadena Municipal Code Section 17.52 (Definitions) of Article V (Smoking Prohibited) of Chapter 17 (Health and Sanitation) are amended to read:

H. "Smoking" means either (1) the combustion of any cigar, cigarette, pipe, or any similar article, using any form of tobacco, nicotine or other combustible substance in any form or (2) inhaling or exhaling upon, vaporizing, or otherwise using any electronic smoking device.

M. "Tobacco product" means any manufactured substance made from the tobacco plant, including, but not limited to, cigarettes, e-cigarettes, electronic smoking devices (whether or not they actually contain nicotine), cigars, pipe tobacco, snuff, chewing tobacco and smokeless tobacco, or products prepared from tobacco and designed for smoking or ingestion.

SECTION 3. A new sub-section N (Electronic Smoking Device) of South Pasadena Municipal Code Section 17.52 (Definitions) of Article V (Smoking Prohibited) of Chapter 17 (Health and Sanitation) is added to read:

N. "Electronic smoking device" means an electronic and/or battery-operated device, cartridge or component, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine or other substances to the user in the form of a vapor, including but not limited to any device manufactured, distributed, marketed, or sold as an "e-cigarette" or electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, alternative nicotine product or any other product name or descriptor. "Electronic smoking device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

SECTION 4. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ____ day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the _____ day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

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City of South Pasadena Agenda Report

Marina Klubesrian, M.D., Mayor
 Robert S. Joe, Mayor Pro Tem
 Michael A. Cacciotti, Councilmember
 Diana Mahmud, Councilmember
 Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
 Gary E. Pio, City Treasurer

COUNCIL AGENDA: November 5, 2014

TO: Honorable Mayor and City Council

VIA: Sergio Gonzalez, City Manager *SM*

FROM: Arthur Miller, Chief of Police *AM*
 Mike Neff, Acting Captain

SUBJECT: **First Reading and Introduction of an Ordinance Amending Section 19A.13 (Construction of Buildings and Projects) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council, read by title only, waive further reading and introduce an ordinance to amend Section 19A.13 (Construction of Buildings and Projects) of Chapter 19A (Noise Regulation) of the South Pasadena Municipal Code (SPMC) related to citywide construction hours.

Fiscal Impact

There is no fiscal impact to implementation of this amendment to the SPMC.

Commission Review and Recommendation

On October 16, 2013 the recommendations of the Southwest Monterey Hills Planning Study Citizens' Committee, were approved by City Council, (minutes attached).

Background

On May 16, 2012, the City Council approved reconstituting the Committee to meet and to report back to the City Council on what it would take to implement the Committee's recommendations that were approved by the City Council in August 2006.

On October 16, 2013, the City Council approved recommendations from the Committee, and approved the following citywide construction hours, which apply to construction taking place with a building permit:

Citywide Construction Hours	Citywide Construction Hours
Monday through Saturday 8:00 a.m. – 7:00 p.m.	Sunday 10:00 a.m. – 6:00 p.m.

Additionally, as a cleanup measure, Section 19A.13(e) related to the construction of the Pasadena Metro Blue Line, will be removed in its entirety as it is no longer relevant. Ordinance No. 2095, adopted 2001, provides that “this subsection shall be effective only until December 31, 2003, and upon that date shall be repealed...”

Analysis

Staff has prepared an ordinance amending SPMC Section 19A.13 to read as follows:

19A.13 Construction of Building and Projects

- (a) It is unlawful for any person to perform any construction activity within a residential zone or within five hundred feet thereof on Monday through Saturday before eight a.m. and after seven p.m., and on Sunday before ten a.m. and after six p.m.
- (b) For the purpose of this section, “construction activity” is activity requiring a building permit and defined to include, but is not limited to, the operation of any manual, electric or pneumatic hammer, saw, shovel, hoist, derrick or any other device used in the performance of site preparation, assembly, repair, demolition, alteration or similar action on structures, right-of-ways, or land.
- (c) The prohibition of this section shall not apply to emergency work as defined in Article 1 of this chapter.

Legal Review

The City Attorney has reviewed this item and prepared the attached proposed ordinance.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City’s website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachments:

- 1. Proposed ordinance mending SPMC Section 19A.13
- 2. Current SPMC section 19A.13
- 3. City Council Minutes, October 16, 2013, on recommendations from the Southwest Monterey Hills Committee

ATTACHMENT 1
Proposed Ordinance mending SPMC Section 19A.13

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
AMENDING SECTION 19A.13 (CONSTRUCTION OF BUILDINGS
AND PROJECTS) OF ARTICLE 3 (CONSTRUCTION) OF
CHAPTER 19A (NOISE REGULATION) OF THE
SOUTH PASADENA MUNICIPAL CODE

WHEREAS, on October 16, 2013, City Council approved the recommendations made by the Southwest Monterey Hills Citizens' Committee; and

WHEREAS, the City Council directed staff to implement the recommendations through the appropriate actions; and

WHEREAS, this ordinance will uniformly regulate hours of construction throughout the City.

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA,
CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. South Pasadena Municipal Code Section 19A.13 (Construction of buildings and projects) of Article 3 (Construction), of Chapter 19A (Noise Regulation) is amended to read:

(new words and phrases are underlined; deleted words and phrases are indicated by strikethrough)

19A.13 Construction of building and projects.

- (a) It is unlawful for any person to perform any construction activity within a residential zone or within five hundred feet thereof on Monday through Saturday before eight a.m. and after seven p.m., and on Sunday before ten a.m. and after six p.m. ~~seven p.m.~~, except as provided in subsections (b) and (c) of this section.
- (b) ~~It is unlawful for any person to perform any construction activity on any of the following streets, or within five hundred feet thereof on Monday through Saturday before eight thirty a.m. and after six p.m., and on Sunday and city-recognized holidays:~~
- ~~_____ Hanscom Drive;~~
 - ~~_____ Peterson Avenue;~~

~~Illinois Drive;~~
~~Hill Drive;~~
~~Harriman Avenue;~~
~~Randolph Avenue;~~
~~Hurlbert Avenue;~~
~~Elkins Street;~~
~~Moffatt Street.~~

~~(e)(b)~~ For the purposes of this section, "construction activity" is activity requiring a building permit and defined to include, but is not limited to, the operation of any manual, electric or pneumatic hammer, saw, shovel, hoist, derrick or any other device used in the performance of site preparation, assembly, repair, demolition, alteration or similar action on structures, rights-of-way, or land.

~~(d)(c)~~ The prohibition of this section shall not apply to emergency work as defined in Article 1 of this chapter.

~~(e) Notwithstanding anything else contained in this section, due to the overall benefits to the community at large, construction for the Pasadena Metro Blue Line may commence at seven a.m. on Monday through Saturday, not including holidays; provided, that this subsection shall be effective only until December 31, 2003, and upon that date, shall be repealed, unless extended by ordinance adopted by the city council.~~

SECTION 2. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, AND ADOPTED this ____ day of November, 2014.

Marina Khubesrian, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

Evelyn G. Zneimer, City Clerk
(seal)

Teresa L. Highsmith, City Attorney

Date: _____

I HEREBY CERTIFY the foregoing ordinance was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the _____ day of November, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Evelyn G. Zneimer, City Clerk
(seal)

ATTACHMENT 2
Current SPMC Section 19A.13

CHAPTER 19A NOISE REGULATION
ARTICLE 3. CONSTRUCTION

19A.13 Construction of buildings and projects.

(a) It is unlawful for any person to perform any construction activity within a residential zone or within five hundred feet thereof on Monday through Saturday before eight a.m. and after seven p.m., and on Sunday before ten a.m. and after seven p.m., except as provided in subsections (b) and (d) of this section.

(b) It is unlawful for any person to perform any construction activity on any of the following streets, or within five hundred feet thereof on Monday through Saturday before eight-thirty a.m. and after six p.m., and on Sunday and city-recognized holidays:

Hanscom Drive;
Peterson Avenue;
Illinois Drive;
Hill Drive;
Harriman Avenue;
Randolph Avenue;
Hurlbert Avenue;
Elkins Street;
Moffatt Street.

(c) For the purposes of this section, "construction activity" is activity requiring a building permit and defined to include, but is not limited to, the operation of any manual, electric or pneumatic hammer, saw, shovel, hoist, derrick or any other device used in the performance of site preparation, assembly, repair, demolition, alteration or similar action on structures, rights-of-way, or land.

(d) The prohibition of this section shall not apply to emergency work as defined in Article 1 of this chapter.

(e) Notwithstanding anything else contained in this section, due to the overall benefits to the community at large, construction for the Pasadena Metro Blue Line may commence at seven a.m. on Monday through Saturday, not including holidays; provided, that this subsection shall be effective only until December 31, 2003, and upon that date, shall be repealed, unless extended by ordinance adopted by the city council. (Ord. No. 2054, § 2; Ord. No. 2095, § 1; Ord. No. 2153, § 1, 2007.)

ATTACHMENT 3

City Council Minutes, October 16, 2013, On
Recommendations From The Southwest Monterey Hills
Committee

Department for its assistance with replacement of an Edison underground vault.

**PUBLIC HEARING
FIRST READING AND
INTRODUCTION OF AN
ORDINANCE AMENDING
THE SOUTH PASADENA
ZONING CODE REGARDING
COMMUNITY GARDENS**

Senior Planner Mayer presented the staff report on the proposed ordinance to amend the South Pasadena Municipal Code regarding community gardens. He and City Manager Gonzalez responded to questions.

By roll call vote (5 ayes), the City Council read by title only for first reading, waiving further reading, and introduced AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING SECTION 36.350.230 (COMMUNITY GARDENS) OF THE SOUTH PASADENA MUNICIPAL CODE RELATING TO APPLICATION REQUIREMENTS AND STANDARDS FOR COMMUNITY GARDENS. On an amendment proposed by Councilmember Putnam and approved by the maker and seconder of the motion, the City Council directed that a provision be added to the ordinance to expand the distance for notifying those adjacent to a property being considered for a community garden from the standard 300-foot radius to a 500-foot radius.

(Cacciotti, Joe)

**RECOMMENDATIONS
FROM THE SOUTHWEST
MONTEREY HILLS
CITIZEN'S COMMITTEE
REGARDING STATUS OF,
AND REVISIONS TO, THE
2006 RECOMMENDATIONS**

Planning and Building Director Watkins provided an overview of the work of the Southwest Monterey Hills Citizens' Committee (Committee), which he said was established in 2006 to develop mitigation measures for construction in the Southwest Hills due to narrow streets and steep lots. He said it was reconstituted in 2012 and that the Committee Chair will provide a detailed report on the Committee and its recommendations. He said staff will then present additional issues and recommendations.

Kevan Steffey, Chair, Committee, 2080 Hanscom Drive, presented the Committee's report, followed by a presentation by Planning and Building Director Watkins. They, City Manager Gonzalez, and City Attorney Adams responded to questions.

Don Yett, 2042 Hanscom Drive, asked who would

be responsible for implementing and enforcing the Committee's recommendations. He said that the accountable parties had been added to the report at an earlier time; he recommended that these names be added back to the report.

In regard to questions about construction hours, City Attorney Adams said there is a rational basis for the more restrictive "construction vehicle hours" in the Southwest Hills but not for "construction hours." Hours should be consistent citywide unless some rational basis exists that can justify the difference, he said. City Manager Gonzalez added to the discussion and responded to questions about hours. Planning and Building Director Watkins and Chair Steffey responded to questions.

By roll call vote (5 ayes), the City Council approved the recommendations contained in the report from the Southwest Monterey Hills Citizens' Committee, with the exception of the Pavement Impact Fee.

(Putnam, Cacciotti)

By roll call vote (5 ayes), the City Council approved the following citywide construction hours, which apply to construction taking place with a building permit: 8:00 a.m. to 7:00 p.m. Monday through Saturday, making the hours for the Southwest Hills and the remainder of the City the same. (Heretofore, construction hours for the Southwest Hills have been from 8:30 a.m. to 6:00 p.m., Monday through Saturday, and construction hours for the remainder of the City have been 8:00 a.m. to 7:00 p.m., Monday through Saturday.) The City Council approved citywide construction hours on Sunday from 10:00 a.m. to 6:00 p.m. (Heretofore, construction was not allowed on Sunday in the Southwest Hills but was allowed 10:00 a.m. to 7:00 p.m. on Sunday in the remainder of the City.)

(Putnam, Cacciotti)

City Manager Gonzalez and Speaker Yett responded to a question about complaints from developers/residents about current time restrictions and school dismissal hours. City Attorney Adams confirmed

that differing restrictions were allowable due to the nature of the roads in the Southwest Hills.

In regard to construction vehicle hours in the Southwest Hills, there was consensus to maintain the existing restrictions. Councilmember Putnam suggested that if complaints are received, the City Council could consider extending construction vehicle hours another half hour, seconded by Councilmember Cacciotti.

By roll call vote (5 ayes), the City Council reaffirmed that the construction vehicle hours for the Southwest Hills would remain 8:30 a.m. to 2:00 p.m. Monday through Saturday. It approved expanding the Sunday/Holiday prohibition on construction vehicles from the Southwest Hills to the entire City.

(Khubesrian, Cacciotti)

By roll call vote (5 ayes), the City Council directed staff to proceed with appropriate amendments to the South Pasadena Municipal Code to reflect the changes made in the above motions regarding the Southwest Monterey Hills. On an amendment proposed by Councilmember Putnam, seconded by Mayor Pro Tem Khubesrian, and approved by the seconder of the motion, the City Council adopted the proposed "no parking zones" outlined in the staff report, Attachment No. 2, and directed staff to proceed with any necessary amendments to the Municipal Code required to implement Attachment No. 2.

(Putnam, Cacciotti)

Councilmember Putnam acknowledged the efforts of the Committee. Chair Steffey asked who would be held responsible for each of the items being implemented; Mayor Schneider said the City Manager would be responsible; there was consensus among the City Council that the City Manager would assign this to appropriate staff.

**SET A PUBLIC HEARING
DATE ON PROPOSED
WATER RATES ON**

Public Works Director Toor provided background on the proposed water rates and a request for the City Council to approve publication of the Proposi-

City of South Pasadena Agenda Report

Marina Khubesian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 5, 2014
TO: Honorable Mayor and City Council
VIA: Sergio Gonzalez, City Manager *SG*
FROM: Margaret Lin, Principal Management Analyst *ML*
Samuel Zneimer, Professional Intern *SZ*
SUBJECT: **Receive and File Report Regarding a Survey for a Possible Mission-Meridian Preferential Parking District Expansion**

Recommendation

It is recommended that the City Council receive and file a report regarding a survey conducted for a possible Mission-Meridian Preferential Parking District (MMPPD) expansion.

Fiscal Impact

None.

Commission Review and Recommendation

This matter was not reviewed by a commission.

Background

The MMPPD, originally called the Gold Line Preferential Parking District, was established in 2003 to reduce parking impacts on both residences and local businesses from Metro Gold Line riders utilizing the limited on-street parking. Since that time the MMPPD has undergone multiple revisions in response to changing dynamics and needs. The current MMPPD is comprised of 3-hour restricted parking except by permit adjacent to residential properties, as well as 2- and 4-hour restricted parking adjacent to commercial properties from 7:00 a.m. to 7:00 p.m.

The City has received periodic requests from local residents to expand the existing MMPPD. Staff evaluated parking within a 0.25-mile radius of the Metro Gold Line station and found that the existing MMPPD is located within the majority of the 0.25-mile radius. Residents along portions of El Centro Street, Orange Grove Avenue and Orange Grove Place who were not included in the existing MMPPD and were within the 0.25-mile radius, were mailed notices regarding an online survey to assess their interest in the MMPPD on September 29, 2014. The notice provided information about the survey purpose, web address, closing date, and meeting date when the City Council would receive the findings. The notice also provided a web address for additional information regarding the existing MMPPD and Staff contact information. The

survey asked participants if they were interested in having their street included in the existing MMPPD. A follow up question was asked to determine if participants would like the preferential parking district to apply every day of the week or only from Monday to Friday.

Analysis

A total of 53 notices were sent, one (1) was returned as it was an empty lot. Staff received a total of eleven (11) responses: nine (9) were submitted online, one (1) in-person, and one (1) by phone. Of the responses seven (7) residents indicated that they wanted their street to be included in the existing MMPPD and four (4) indicated that they did not want to be included.

Mission-Meridian Preferential Parking District Survey Results:

<u>Orange Grove Avenue</u>	
Notices Sent:	22
Responses:	5
Want MMPPD:	3
Do not want MMPPD:	2
<i>Every day:</i>	2
<i>Monday-Friday:</i>	2
<i>No Answer:</i>	1

<u>El Centro Street</u>	
Notices Sent:	12
Responses:	5
Want MMPPD:	3
Do not want MMPPD:	2
<i>Every day:</i>	1
<i>Monday-Friday:</i>	3
<i>No Answer:</i>	1

<u>Orange Grove Place</u>	
Notices Sent:	18
Responses:	1
Want MMPPD:	1
Do not want MMPPD:	0
<i>Every day:</i>	0
<i>Monday-Friday:</i>	1
<i>No Answer:</i>	0

<u>Total for all streets</u>	
Notices Sent:	52
Responses:	11
Want MMPPD:	7
Do not want MMPPD:	4
<i>Every day:</i>	3
<i>Monday-Friday:</i>	6
<i>No Answer:</i>	2

Due to the low volume and split nature of the responses, Staff does not recommend that the existing MMPPD be expanded at this time.

Preferential parking is a tool that the City may use to manage the use of on-street parking in residential neighborhoods. However, preferential parking may inconvenience residents and their guests, and subject them to citation if valid permits are not displayed. Having a permit also does not guarantee an on-street parking space. The implementation and maintenance of a preferential parking district (PPD) costs the City thousands of dollars and does not generate any revenue as residents are currently not required to pay for permits. Expansion of the existing preferential parking program would have an impact on Police Department staff that issue annual permits, replacement permits, and merchant permits.

Currently, there are no formal policies or procedures to modify an existing PPD. If the City

Possible Mission-Meridian Preferential Parking District Expansion

November 5, 2014

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Council desires to provide a mechanism to modify an existing PPD, the City Council could direct Staff to develop a resolution that allows the public to petition for the establishment, expansion, or modification of a PPD with signatures from the majority of the residents within an identified zone. The resolution would enable the City Council to approve or reject resident petitions on a case-by-case basis. The City Council could also direct Staff to develop a resolution to establish permit fees for the preferential parking program to offset the operating expenses of the program.

Legal Review

The City Attorney has not reviewed this item.

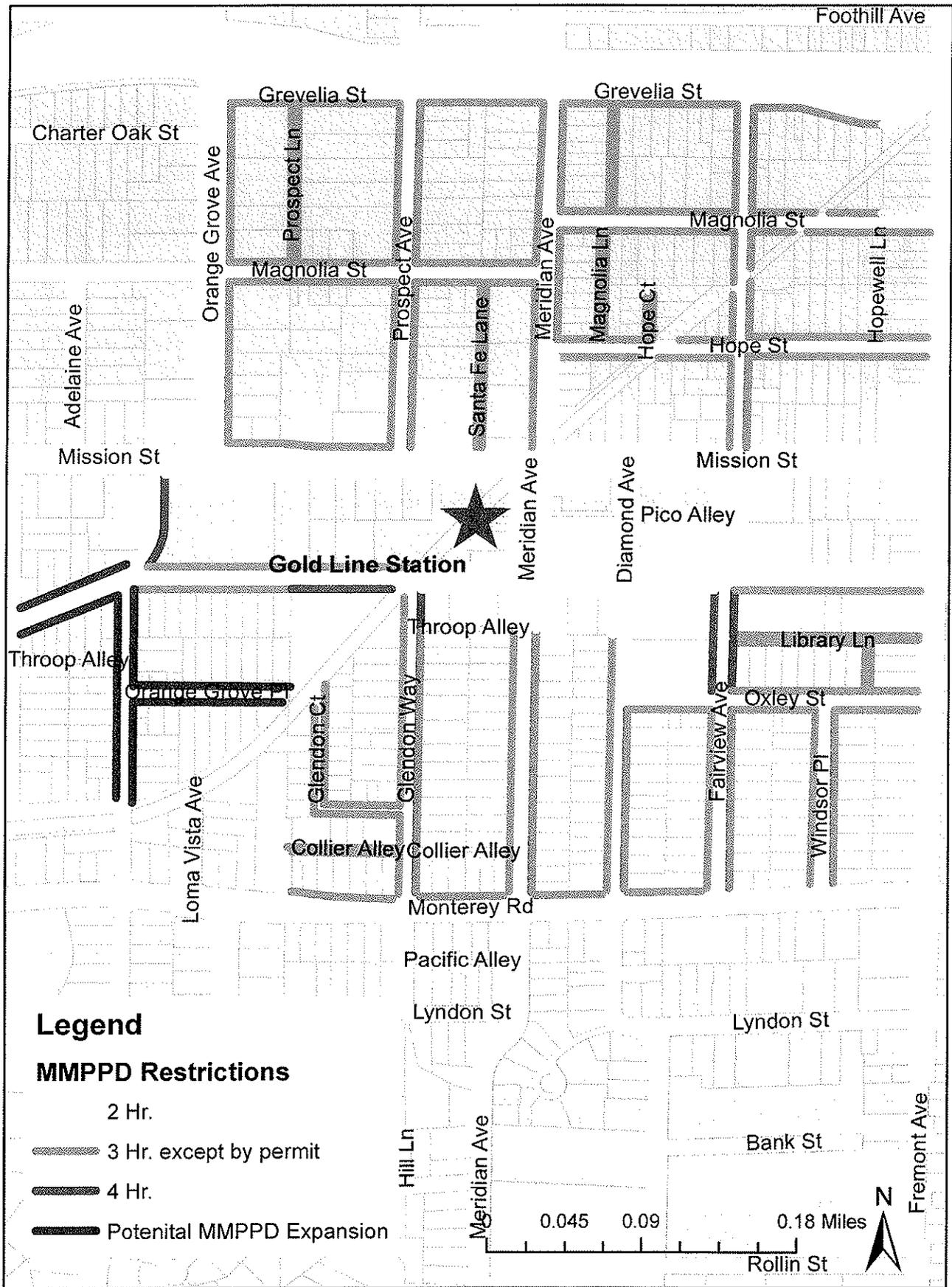
Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: Map of Mission Meridian Preferential Parking District Analysis

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Mission Meridian Preferential Parking District Analysis



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City of South Pasadena Agenda Report

Marina Khubesrian, M.D., Mayor
Robert S. Joe, Mayor Pro Tem
Michael A. Cacciotti, Councilmember
Diana Mahmud, Councilmember
Richard D. Schneider, M.D., Councilmember

Evelyn G. Zneimer, City Clerk
Gary E. Pia, City Treasurer

COUNCIL AGENDA: November 5, 2014
TO: Honorable Mayor and City Council
FROM: Sergio Gonzalez, City Manager 
SUBJECT: **Strategic Plan Quarterly Update**

Recommendation

It is recommended that the City Council receive and file the first quarter update of the FY 2014-15 Strategic Plan.

Fiscal Impact

There is no fiscal impact with the approval of this report.

Commission Review and Recommendation

This matter was not reviewed by a Commission.

Background

Strategic Planning is the opportunity for policy makers to define which policies, programs, projects and issues are the City's highest priorities during the coming year, and what priorities the staff should be focusing on over and above normal operations of the City. Strategic Planning sessions are held prior to the formulation of the City's annual budget so that it reflects priorities identified in the Strategic Plan. The City Council and Management conducted a Strategic Planning session on February 8, 2014, to revise the City's three-year goals (2014-2016) goals and set objectives for the upcoming fiscal year.

The resulting Strategic Plan detailing the goals and objectives identified was summarized in a presentation to Council on June 18, 2014. Objectives were assigned to Management staff member(s) and incorporated into their department work plan. Each objective was also assigned projected completion dates. Staff ensured the established goals and objectives were reflected in the fiscal year budget. Staff monitors the progress toward achieving the objectives and reports to Council on a quarterly basis.

Analysis

The purpose of quarterly reports is to update Council on the status of those initiatives that are key to achievement of the strategic goals and objectives set out in the City's Strategic Plan. The first quarter report provides updates from July through September, 2014. These reports are not meant

to be a complete description of the work performed by City staff during the quarter. Staff are also engaged in delivering core services and participating in other significant initiatives. The status of each objective is indicated in the report. Modifications to objectives are noted to reflect whether any changes in scope, resources or timelines have occurred since Council was last updated.

Legal Review

The City Attorney has not been asked to review this item.

Public Notification of Agenda Item

The public was made aware that this item was to be considered this evening by virtue of its inclusion on the legally publicly noticed agenda, posting of the same agenda and reports on the City's website and/or notice in the *South Pasadena Review* and/or the *Pasadena Star-News*.

Attachment: FY 2014-15 Strategic Plan – Quarter 1 Update

CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN
 Quarter 1 UPDATE

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2014 – June 30, 2015

THREE-YEAR GOAL: *ELIMINATE THE 710 FREEWAY TUNNEL AND PROMOTE MULTI-MODAL TRANSPORTATION*

Objectives to be Completed in FY2014-15							
#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
319	8-30-14 <u>12-30-14</u>	Margaret Lin	Hire a consultants to audit rent in lieu of revenues due to City of South Pasadena for Caltrans properties, perform develop a comparative economic study regarding the benefits of the tunnel and light rail alternatives and develop a comprehensive subregional transportation plan as a more efficient and cost-effective way to improve mobility in the region			X	Moving forward on two alternate projects would seem more advantageous at this time as the EIR/EIS is set to be released in February 2015.
2.	Postponed to 2015	Margaret Lin	Comment on the Environmental Impact Report (EIR)		X		5-Cities Alliance awarded contracts to Nelson/ Nygaard (Transportation), Mestre (Geotechnical/Hydrological), and Shute, Mihaly & Weinberger (Legal). City Council approved the contracts during the July 2, 2014 City Council Meeting.
3.	6-30-15	Margaret Lin	Monitor implementation of SB 416 to sell Caltrans properties		X		The City provided a comment letter regarding the proposed regulations on July 28, 2014 and will continue to monitor the regulations as they are being developed.

CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN
 Quarter 1 UPDATE

4.	9-30-14 <u>To Be</u> <u>Determined</u>	Margaret Lin, Sergio Gonzalez, Lucy Kbjian, Christopher Castruita	Develop and implement a promotional video and public relations campaign to advance multi-modal advantages			X	Council to provide direction regarding public outreach efforts.
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**CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN**

Quarter 1 UPDATE

**CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
July 1, 2014 – June 30, 2015**

THREE-YEAR GOAL: *CONTINUE TO IMPROVE CITY INFRASTRUCTURE AND FACILITIES*

Objectives to be Completed in FY2014-15							
#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1.	12-31-14	Paul Toor	Develop and implement a Five-Year Capital Improvement Program		X		
321.	12-31-14	Paul Toor	Develop a priority list for sidewalk and street repairs by funding and implementing a Pavement Management Index		X		Proposals received on 10-11-14. Council consideration to award contract expected late 2014.
3.	6-30-15	Hilary Straus – Lead for Assessment; Sheila Pautsch – Lead for 1&2; Paul Toor – Lead for 3, Arthur Miller & James Frawley	Develop and conduct an assessment for all City facilities; Remodel/Construction plans for prioritized projects: 1. Community Center 2. Banquet facility at Golf Course 3. Evaluate Existing City Facilities (Energy Efficiency and Parking)		X		Feasibility study for the Community Center underway. Currently putting together cost and design. Work assessment and development for other facilities to come back to City Council late this year or early next year.

**CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN**

Quarter 1 UPDATE

**CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
July 1, 2014 – June 30, 2015**

THREE-YEAR GOAL: *CONTINUE TO STRENGTHEN THE CITY'S FINANCIAL POSITION, ORGANIZATIONAL EFFECTIVENESS, AND SERVICE LEVELS*

Objectives to be Completed in FY2014-15

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1 22	9-31-14 <u>6-30-15</u>	Hilary Straus (Lead for IT, Library, Risk Mgt., & PW), Sergio Gonzalez (Lead for Fire) James Frawley, David Batt & Paul Toor	Complete existing operational studies to enhance customer service: <ul style="list-style-type: none"> • Library • Risk Management • Information Technology • Fire Command • Public Works 			X	Risk Management, Fire Command, and Public Works studies completed. IT services study currently underway. Library study to be reviewed by Youth Council, Library Board of Trustees, Friends of the Library and City Council, with the intention of completing implementation during the next fiscal year.
2.	8-31-14 <u>1-31-15</u>	David Batt (Lead), Pearl Lieu, Hilary Straus	Complete Financial Forecasting Plan: <ul style="list-style-type: none"> • Cash Flow model • Financial indicators 			X	Cash Flow model completed. Financial indicators to be completed by 1-31-15.
3.	7-31-14	Arthur Miller <u>Paul Riddle</u>	Implement Neighborhood Watch Program and <u>Community Emergency Response Team Programs</u>	X			Total of 61 neighborhood watch programs, 4 of which are new. First CERT class graduated on 10-25-14.

CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN

Quarter 1 UPDATE

4.	12-31-14	Paul Toor (Lead), Arthur Miller, James Frawley	Develop and implement a Maintenance and Replacement Schedule for key capital equipment, City fleet, & evaluate the potential for transitioning to alternative fuel		X		
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CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN
 Quarter 1 UPDATE

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2014 – June 30, 2015

THREE-YEAR GOAL: PROMOTE APPROPRIATE LOCAL ECONOMIC GROWTH

Objectives to be Completed in FY2014-15

#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1. 324	12-31-15 2-28-15 -1-15	David Watkins (Lead), Margaret Lin, Tracey Perkosky	<u>Initiate a focused General Plan Update</u> <ul style="list-style-type: none"> Select new horizon year (2035 or 2040), and develop new population, housing and employment projections. If a Metro grant for MSSP is awarded, revise the budget for the GP Update as part of budget process. Update Land Use, Circulation and Noise elements using new projections; other elements may be updated to reflect existing conditions and/or maintain data consistency. If a Metro grant for MSSP is not awarded, provide an update budget which reflects updated General Plan fee funds as part of budget process. Conduct an EIR, and revise General Plan policies or develop new ones to mitigate impacts indicated in EIR. <u>Mission Street Specific Plan</u> <ul style="list-style-type: none"> Comprehensive update of 18-year old specific plan. Pending Metro action on a grant application Apply for a Metro TOD grant Include development of parking management strategies 			X	Revisions made based on Council input at subsequent meetings. Decision by Metro Board regarding grant application expected in 2 nd quarter of fiscal year.

**CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN**

Quarter 1 UPDATE

2.	12-30-14	Sergio Gonzalez (Lead), Chamber of Commerce	Develop and implement a proactive Business Attraction Program: <ul style="list-style-type: none"> • Marketing materials, including data and inventory • <u> </u> Focal point of contact – City Hall 	X		Contract amendment approved for use of BIT funds on 9-17-14, whereby the Chamber will take the lead on an "Economic Gardening" project by a consultant. Look at which existing businesses are poised for growth, those that are successful outside the City and wish to relocate to South Pasadena, and businesses owned by local residents outside of South Pasadena that would be willing to relocate them to South Pasadena. "Red Carpet" team composition now in place.
3.	10-31-14	Sergio Gonzalez (Lead), David Watkins, Arthur Miller	Enhance local land use control: <ul style="list-style-type: none"> • Sunset SB 731 • Contain the impact of massage establishments and prevent further proliferation 	X		AB 1147 goes into effect on 1-1-15. City staff, along with the Council Ad Hoc Committee and the City Attorney will be working on a new ordinance that includes language reflecting the return of local control, will come to City Council at a future date to consider adopting and lifting the current moratorium.

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CITY OF SOUTH PASADENA
FY 2014-15 STRATEGIC PLAN
 Quarter 1 UPDATE

CITY OF SOUTH PASADENA ✪ ONE YEAR STRATEGIC OBJECTIVES
 July 1, 2014 – June 30, 2015

THREE-YEAR GOAL: *ENHANCE THE CITY'S HEALTHY NATURAL AND BUILT ENVIRONMENT*

Objectives to be Completed in FY2014-15							
#	WHEN	WHO	WHAT	STATUS			COMMENTS
				Done	On Target	Revised	
1. 326	12-30-14	Paul Toor (Lead), Tracey Perkosky	Secure funding and begin construction of the Arroyo Seco Bicycle/Pedestrian Path		X		Currently \$150,000 from AQMD, \$410,000 from Santa Monica Mountains Conservancy, Approximately \$800,000 needed to proceed.
2.	6-30-15	Margaret Lin (Lead), Paul Toor	Implement and promote a Bicycle Master Plan in downtown		X		Bicycle parking and Sharrow program currently being developed.
3.	12-31-14	Paul Toor (Lead), Debby Figoni	Develop and implement a five-year plan to plant a tree a day to rejuvenate the City's urban forest	X			Council approved a budget of \$400,000 to assist in this effort for FY2014-15. Implementation in process.