Tuesday, March 3, 2020, 7:00 p.m.

Location: City Council Chamber, 240 W. Huntington Drive, Arcadia

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 574-5455. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

根据《美国残障人法案》，需要调整或提供便利设施才能参加会议的残障人士（包括辅助器材或服务）可与市书记官办公室联系（电话：626-574-5455）。请在会前 48 小时通知市书记官办公室，以便作出合理安排，确保顺利参加会议。

Pursuant to the City of Arcadia's Language Access Services Policy, limited-English proficient speakers who require translation services in order to participate in a meeting may request the use of a volunteer or professional translator by contacting the City Clerk's Office at (626) 574-5455 at least 72 hours prior to the meeting.

根据阿凯迪亚市的语言便利服务政策，英语能力有限并需要翻译服务才能参加会议的人可与市书记官办公室联系（电话：626-574-5455），请求提供志愿或专业翻译服务，请至少在会前 72 小时提出请求。

1. CALL TO ORDER

2. INVOCATION

Rabbi Sholom Stiefel, Chabad of Arcadia

3. PLEDGE OF ALLEGIANCE

Girl Scout Troop 9131

4. ROLL CALL OF CITY COUNCIL MEMBERS

April A. Verlato, Mayor
Roger Chandler, Mayor Pro Tem
Peter Amundson, Council Member
Tom Beck, Council Member
Sho Tay, Council Member

5. REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS
7. MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL

8. PRESENTATIONS
   a. Presentation of donation in the amount of $5,000 from the Friends of the Museum for the purchase of new technology for the Gilb Museum of Arcadia Heritage.
   b. Presentation of donation in the amount of $3,000 from the Friends of the Museum for the Arcadia Veterans Registry Touchscreen at the Gilb Museum of Arcadia Heritage.

9. PUBLIC HEARING

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card noting the agenda item number and provide it to the City Clerk prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer in the discretion of the City Council) each speaker is limited to five (5) minutes per person unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, in the discretion of the City Council.

You are hereby advised that should you desire to legally challenge in court or in an administrative proceeding any action taken by the City Council regarding any public hearing item, you may be limited to raising only those issues and objections you or someone else raised at the public hearing or in written correspondence delivered to the City Council at, or prior to, the public hearing.

   Recommended Action: Approve

10. PUBLIC COMMENTS (5 minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Each speaker is limited to five (5) minutes per person, unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

11. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK (including reports from the City Council related to meetings attended at City expense [AB 1234]).

12. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless a member of the City Council, staff, or the public requests that a specific item be removed from the Consent Calendar for separate discussion and action.

   Recommended Action: Approve
b. Donation in the amount of $5,000 from the Friends of the Museum for the purchase of new technology for the Gilb Museum of Arcadia Heritage. Recommended Action: Accept

c. Donation in the amount of $3,000 from the Friends of the Museum for the Arcadia Veterans Registry Touchscreen at the Gilb Museum of Arcadia Heritage. Recommended Action: Accept

d. Donation in the amount of $1,500 from the Arcadia Police Officers’ Association for the Silver Circle Volunteer Recognition Dinner. Recommended Action: Accept

e. Professional Services Agreement with Ralph Andersen & Associates for updates to the 2017 Classification and Compensation Study in the amount of $25,000, and authorize an additional $5,000 for contingency work beyond the scope of services defined. Recommended Action: Approve

Resolution No. 7296 amending the Fiscal Year 2019-20 General Fund Budget authorizing a budget appropriation in the amount of $15,000 to Commence with a review and update to the 2017 Classification and Compensation Study. Recommended Action: Adopt

f. Professional Services Agreement with Golden Meters Service Inc. for large water meter testing, repair, and calibration services in an amount not to exceed $30,380. Recommended Action: Approve

g. Waive expenses related to traffic control services for the Twenty-Sixth Annual Santa Anita Derby 5K Run & Walk to be held on Saturday, April 4, 2020. Recommended Action: Approve

h. Interagency Communications Interoperability System (“ICIS”) annual subscriber fees for a five-year period in an amount not to exceed $301,625. Recommended Action: Approve

13. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, March 17, 2020, 6:00 p.m. in the City Council Conference Room.
Welcome to the Arcadia City Council Meeting!

The City Council encourages public participation, and invites you to share your views on City business.

MEETINGS: Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall, the Arcadia Library, and on the City’s website at [CityClerkGeneralMailbox@ArcadiaCa.gov](mailto:CityClerkGeneralMailbox@ArcadiaCa.gov). Documents distributed to a majority of the City Council after the posting of this agenda will be available for review at the Office of the City Clerk, 240 W. Huntington Drive, Arcadia, California. Live broadcasts and replays of the City Council Meetings are on cable television. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

CITIZEN PARTICIPATION: Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please submit a Speaker Card to the City Clerk prior to your comments, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record. Please provide the City Clerk with a copy of any written materials used in your address to the City Council as well as 10 copies of any printed materials you would like distributed to the City Council. The use of City equipment for presentations is not permitted.

MATTERS NOT ON THE AGENDA should be presented during the time designated as “PUBLIC COMMENTS.” In general, each speaker will be given five (5) minutes to address the City Council; however, the Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers time to address the City Council. By State law, the City Council may not discuss or vote on items not on the agenda. The matter will automatically be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting.

MATTERS ON THE AGENDA should be addressed when the City Council considers that item. Please indicate the Agenda Item Numbers(s) on the Speaker Card. Your name will be called at the appropriate time and you may proceed with your presentation within the five (5) minute time frame. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council.

PUBLIC HEARINGS AND APPEALS are items scheduled for which public input is either required or desired. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), speakers shall be limited to five (5) minutes per person. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council. The applicant may additionally submit rebuttal comments.

AGENDA ITEMS: The Agenda contains the regular order of business of the City Council. Items on the Agenda have generally been reviewed and investigated by the City Staff in advance of the meeting so that the City Council can be fully informed about a matter before making its decision.

CONSENT CALENDAR: Items listed on the Consent Calendar are considered to be routine by the City Council and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the City Council, Staff, or the public so requests. In this event, the item will be removed from the Consent Calendar and considered and acted on separately.

DECORUM: While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the proceedings, including but not limited to, conduct that prevents other members of the audience from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. All persons attending the meeting are expected to adhere to the City’s policy barring harassment based upon a person’s race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation, or age. The Chief of Police, or such member or members of the Police Department, shall serve as the Sergeant-at-Arms of the City Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. Any person who violates the order and decorum of the meeting may be placed under arrest and such person may be prosecuted under the provisions of Penal Code Section 403 or applicable Arcadia Municipal Code section.
欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

会议：市议会定期会议于每个月第一个和第三个星期二下午七时在市议会会议厅举行。在市政厅、阿凯迪亚图书馆和市政府网站（www.ArcadiaCa.gov）可以找到包含所有相关信息的完整市议会议程。单独的议程报告应由市议会秘书处准备并分发。公众可在阿凯迪亚市图书馆办公室查阅，地址：240 W. Huntington Drive, Arcadia, California。市议会会议实况将通过有线电视进行现场直播和回放。如在以往的通知中所示，如果您参加这次公开会议，您的图像和/或声音可能被录下并播出。

公民参与：市议会欢迎并邀请您参加市议会的所有会议。在每次定期会议上都为那些希望在会上发言的市民留出时间。市议会要求在市议会发言的人杜绝个人攻击、诽谤、亵渎或破坏性言论。如有可能，请在发表意见之前向市书记官提交一张发言卡，亦可在市长宣布自由发言时直接上台发言，并说出您的姓名和地址（如果您愿意），以便制作会议记录。请向市书记官提供一份您在发言中使用的任何书面材料，以及 10 份您希望分发给市议会的任何印刷材料。不允许把市政府设备用于准备发言内容。

议程之外的事宜应当在市议会的例行会议中提出。在一般情况下，每位发言者将有五（5）分钟时间向市议会陈述意见，但市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。根据州法，市议会不得讨论或表决未列入议程的事项。此类事项将自动转给工作人员采取适当行动或作出回应，或将其列入未来会议的议程。

列入议程的事项应当在市议会审议该事项时讨论。请在发言卡上标明事项的议程编号。在适当的时间会叫到您的名字，您可以在五（5）分钟时限内发言。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。申请人还可向市议会提交反驳意见。

公开听证和上诉是为需要或希望征求公众意见的事项安排的日期。除非市议会有其它决定，每位发言人的发言不得超过五（5）分钟。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。申请人还应向市议会提供一份您在发言中使用的任何书面材料，以及 10 份您希望分发给市议会的任何印刷材料。不允许把市政府设备用于准备发言内容。

议程事项：议程包含市议会的例行议题。一般而言，由市政府工作人员在会议前对议程中的事项进行审查和调查，以便市议会在作出决定之前能够充分了解情况。

同意日历：在同意日历上列出的事项被市议会视为例行公事，并将通过一项动议采取行动。除非市议员、工作人员或公众提出请求，否则不会对这些事项进行单独讨论。如果有人提出请求，该事项将从同意日历中删除，单独进行审议和采取行动。

行为规范：尽管市民可对市政府的政策和市议会或其成员的行动或议程行动自由地提出批评，但不得出现干扰会议正常秩序的行为，包括但不限于在别人的发言时间内阻止别人发言，或妨碍公众听到发言内容或听到议程进展状况。市民亦不得威胁进行身体伤害或以可能被合理理解为作出身体伤害紧迫威胁的方式行事。所有出席会议的人都必须遵守市政府的反骚扰政策，禁止基于个人种族、宗教信仰、肤色、原国籍、祖籍、身体残障、疾病、婚姻状况、性别、性取向或年龄骚扰他人。警察局长或警察局其他成员将担任维护市议会会议秩序的保安官。保安官将执行会议主持人的一切命令和指示，以维持会议秩序和行为规范。对任何违反会议秩序和行为规范的人可执行拘捕，并可能根据《刑法典》第 403 条或《阿凯迪亚市市政法典》相关条款提出起诉。
DATE: March 3, 2020

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director

SUBJECT: DEVELOPMENT CODE POLICY 20-01 - TEMPORARILY MODIFY NON-CONFORMING USE POLICY TO ALLOW FLEXIBILITY FOR PROPERTY OWNERS IN THE “DOWNTOWN” COMMERCIAL ZONES (DOWNTOWN MIXED USE, MIXED-USE, COMMERCIAL MANUFACTURING AND CENTRAL BUSINESS DISTRICT)
Recommendation: Approve

SUMMARY

In the past several years, there have been a number of changes to the allowable land uses in certain commercial zones in the City. In general, these changes were focused on Downtown Arcadia and were geared toward attracting or retaining active land uses by generally restricting non-retail uses to the upper levels of buildings. These changes were recommended by the Downtown Arcadia Improvement Association with the goal of establishing a vibrant downtown area over time, and they were approved by the City Council as part of the overall adoption of the new Development Code in 2016. Now, several years after implementation of these changes, there are some modifications proposed to ensure that buildings do not sit vacant.

It is recommended that the City’s policies related to the timing of non-conforming uses be modified to allow more flexibility to property owners as they replace uses within their buildings. Rather than making these changes through a formal text amendment, it is recommended that this modification be made at the policy level.

BACKGROUND

In 2016, the Downtown Arcadia Improvement Association (“DAIA”) recommended a series of changes to zoning in the Downtown, with the stated goal being the creation of a vibrant downtown area. The belief from the DAIA was that the City’s zoning at the time was too permissive, and allowed too broad of a
range of land uses to fill tenant spaces. The DAIA believed that uses such as general and professional offices, medical offices, service-related uses, and the like were creating “functional vacancies” in the Downtown, and not helping to promote an active, vibrant streetscape.

The DAIA’s recommendations were included into the City’s Development Code Update project in 2016 and were approved as land use regulations. The most dramatic change that these new regulations imposed was to prohibit general and professional office uses on the ground floor of buildings in the Central Business District and Mixed Use Zones. To a lesser degree, similar prohibitions on medical office uses and industrial uses in certain areas have also been a focus of questions and concerns.

To restrict buildings to retail, commercial, or similar “active” uses is a common zoning method used to try to create a vibrant area. This zoning tool has been used in many cities successfully to direct uses like restaurants and retailers into certain areas. However, other external factors must be present for restrictive zoning to work in this capacity. Some of these factors include: a strong market for retail and restaurants, building stock that is easily retrofitted or modified to allow the provision of these uses, existing foot traffic, and the presence of “anchors.” Over the past several years, it has been clear that several of these factors simply have not been present in Downtown Arcadia.

Although the recommendation from the DAIA was well reasoned, the results of this policy change have been mixed. For example, several retail uses have been established, yet act as a functional vacancy by never opening their doors or conducting business. In these cases, the tenants pay rent, but they receive no obvious customers, and they do nothing to promote or enhance the Downtown. This has been a source of frustration for the DAIA, the Staff, and residents. Cities typically do not have an automatic mechanism to require that these uses actually operate as retail. A city can go through the process of revoking a business license for operating a use that was not described on the license, but that does not necessarily extend to a use that simply does not open their doors, or has limited or no customer interaction. On the opposite side of this equation, the current regulations are not allowing an office use that would likely open its doors, conduct business, and have customers. Essentially, land use controls are not always working toward the intended goal if “retail” uses are closed and contribute nothing, and office uses are not allowed because they are deemed not active enough.

It is acknowledged that It takes time for a commercial district to evolve and change and a few years is not a long time horizon. However, where this issue becomes most clear is when EXISTING office uses or medical or industrial uses vacate a building. A strict interpretation of the current Code would require that, after a 90-day period of inactivity, these uses are no longer allowable and must
transition to a more “active” use. These circumstances are difficult for a property owner and this is the focus of this requested policy change.

DISCUSSION

As alluded to above, the largest issue with the change to the regulations has been the prohibition of office uses on the ground level of buildings. There have been several properties where representatives have requested to change a commercial or retail use to office and have been at the end of the 90-day period. This has led to confusion on the part of owners and associated real estate professionals given that office uses are common in the Downtown and, in fact, may be located next door or in similar buildings to the use that is trying to transition. Despite this, in these cases, the prohibition on office uses is the direction that the Staff has taken if the 90-day nonconforming use period is shown to have elapsed.

The other question that has arisen from time to time is for EXISTING office uses, and whether these uses can change to a new office use without needing to adhere to the prohibition on ground floor office uses. There is some confusion on the part of the DAIA as to the original intent of the rules, and the Development Code did not specifically mention this situation. It is certainly acknowledged that the retrofitting and reorganization needed to change a building that was built as an office building and has been used as an office building is challenging and costly. Turning these spaces into a restaurant, for example, is difficult. Partially because of this, when office buildings are coming on the market, there is little to no interest in changing them to more “active uses”. This raises the question of if it was the intent of the change in land use regulations to require that these buildings be converted to a different use.

Recently, the Development Services Department has faced this issue several times. In these cases, the continuation of office uses was allowed because these properties fell within the guidelines of a continuation of a non-conforming use. However, the question remains, if an existing use does not fall within the non-conforming use regulations, should the non-conforming use limitations be enforced?

Since the original recommendation came from the DAIA, these issues were presented to the DAIA at their Regular Board Meeting on November 14, 2019. While the Board discussed the issue in detail at that meeting, they directed the issue to one of their subcommittees, the Business Attraction Retention Planning & Development Opportunities Committee. Following this committee’s discussion, the full Board voted to pass along the following recommendations at their meeting on December 12, 2019:

Question #1: Was the prohibition on ground-level office uses in the CBD [Central Business District] and MU [Mixed Use] Zones intended
by the DAIA to apply to ALL existing buildings, or is it the DAIA’s recommendation that buildings currently occupied by office uses be allowed to retain that use beyond the allowed 90-day nonconforming use period?

Recommendation: Allow existing professional office spaces to retain nonconforming status beyond 90 days until such time that the district is determined to be vibrant enough that the underlying economics begin to support voluntary conversion of these units to retail/restaurant/other more active uses. In 24 months, reevaluate status of district revitalization and whether to continue with this policy.

Question #2: In terms of the continuation of existing uses, what about existing medical office uses and industrial uses? Was it the DAIA’s intent to allow these uses to continue beyond the 90-day nonconforming use period, if they currently occupy a building? (note: this would apply to the CBD, MU, DMU [Downtown Mixed Use], and CM [Commercial Manufacturing] Zones).

Recommendation: Allow existing medical office spaces to retain nonconforming status beyond 90 days until such time that the district is determined to be vibrant enough that the underlying economics begin to support voluntary conversion to retail/restaurant/other more active uses. In 24 months, reevaluate status of district revitalization and whether to continue with this policy.

Recommendation: Allow existing nonconforming industrial spaces to retain nonconforming status beyond 90 days provided the new use does not have any detrimental environmental, noise, or other significant impacts. Require city review of new industrial use and if acceptable for new tenants to file an affidavit with city prior to business license approval agreeing to certain restrictions related to environmental and other impacts. Similar to office uses, reevaluate this policy in 24 months.

These recommendations get to the point that the district simply may not be ready for such restrictive zoning. The recommendations would approve a two-year period to allow the continuation of general office, medical office, and industrial uses. At the end of this two-year period, the situation would be reviewed again to determine the best method to proceed. Additional protections are recommended for industrial spaces to require a review of potential detrimental impacts that could stem from certain uses. This additional review would occur at the time of issuance of any business license for a use of this kind, and it seems to be a sensible recommendation for such uses.

At their meeting on February 11, 2020, the Planning Commission held a public hearing to consider the policy recommendations. There were two public speakers
at the meeting, one in favor of the change, and one generally in favor, but critical of past decisions in Downtown Arcadia. After consideration and discussion among the commissioners, the Planning Commission voted 5-0 to recommend approval of the policy change to the City Council.

It is important to note that these policy changes would be applicable to properties in all of the “Downtown” Zones, which include Mixed Use (“MU”), Downtown Mixed Use (“DMU”), Central Business District (“CBD”), and Commercial Manufacturing (“CM”). These zones are referred to as the “Downtown” Zones within the Development Code, even though some of these zoning designations apply to property that is not technically within the “Downtown” area. This includes property that is zoned MU along Live Oak and Las Tunas, and south along First Avenue.

This policy modification is permitted through Section 9108.01.030 of the Development Code, which provides the review authority of the City Council on “…other applicable policy or regulatory matters related to the City’s planning process as specified in the City Charter, the Municipal Code, and this Development Code”. It is recommended that this issue be reviewed as a temporary action at this point. The impacts of the decision will be reviewed over the next two years and then re-evaluated to determine whether a full text amendment is necessary or a change in land use restriction is warranted.

ENVIRONMENTAL ANALYSIS

This policy change is not considered a project per the California Environmental Quality Act (“CEQA”) Guidelines, as it can be seen with certainty that no impacts will result from the change. Therefore, the policy change is exempt pursuant to Section 15061(b)(3).

PUBLIC COMMENTS/NOTICE

Notification of this policy modification was published in the Arcadia Weekly on January 30, 2020, and February 20, 2020. In addition, postcards were mailed to owners of all properties in the affected zones prior to both the Planning Commission and City Council meetings. One letter of support is attached as Attachment No. 2. No additional public comments have been received beyond the input provided by the DAIA, and the comments made at the Planning Commission meeting, which support the recommended modifications.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act (“CEQA”); and approve Development Code Policy No. 20-01, temporarily modifying the non-conforming use policy to allow flexibility for property owners in
the “Downtown” Commercial Zones (downtown mixed use, mixed-use, commercial manufacturing and central business district).

Approved:

[Signature]

Dominic Lazzaretto
City Manager

Attachment No. 1: Use Table 2-10 for Commercial & Downtown Zones
Attachment No. 2: Letter of Support
Attachment No. 1

Use Table 2-10 – Commercial and Downtown Zones
Section 9102.05 – Downtown Zones

Subsections:

9102.05.010 Purpose and Intent
9102.05.020 Land Use Regulations and Allowable Uses in Downtown Zones
9102.05.030 Development Standards in Downtown Zones
9102.05.040 Additional Development Standards in Downtown Zones
9102.05.050 Mixed-Use Lot Consolidation Incentive Program
9102.05.060 Site Plan and Design Review
9102.05.070 Other Applicable Regulations

9102.05.010 Purpose and Intent
Amended by Ord. No. 2356

The purposes of the Downtown zones are to:

1. Promote mixed use residential, retail, and office development at locations that will support transit use; and
2. Promote commercial and mixed-use development that will foster and enhance surrounding residential neighborhoods by improving access to a greater range of facilities and services.

A. CBD Commercial Business District Zone. The Commercial Business District zone is intended to promote a strong pedestrian-oriented environment and to serve community and regional needs for retail and service uses, professional offices, restaurants, public uses, and other similar and compatible uses. Residential uses are permitted above ground floor commercial or adjacent to a commercial development. Both uses must be located on the same lot or the same project site. This zone implements the General Plan Commercial designation.

B. MU Mixed Use Zone. The Mixed Use zone is intended to provide opportunities for commercial and residential mixed-use development that takes advantage of easy access to transit and proximity to employment centers, and encourages pedestrian activity. A wide range of integrated commercial and residential uses are appropriate. Residential uses are permitted above ground floor commercial or adjacent to a commercial development. Both uses must be located on the same lot or the same project site, and exclusive residential structures are not allowed. This zone implements the General Plan Mixed Use designation.

C. DMU Downtown Mixed Use Zone. The Downtown Mixed Use zone is intended to provide opportunities for complementary service and retail commercial businesses, professional offices, and residential uses located within the City’s downtown. A wide range of commercial and residential uses are appropriate, oriented towards pedestrians to encourage shared use of parking, public open space, and interaction of uses within the zone. Residential uses are permitted above ground floor commercial or adjacent to a commercial development. Both uses must be located on the same lot or the same project site, and exclusive residential structures are not allowed. This zone implements the General Plan Downtown Mixed Use designation.

D. C-M Commercial Manufacturing Zone. The C-M zone is intended to provide areas for a complementary mix of light manufacturing businesses, minor vehicle service and repairs, and support office and retail uses. A wide range of small-scale industrial and quasi-industrial uses with minimal impact to surrounding uses are appropriate. Retail uses are limited to business services, food service, and convenience goods for those who work in the area. Residential uses are not permitted in this zone. This zone implements the General Plan Commercial/Light Industrial designation.

9102.05.020 Land Use Regulations and Allowable Uses in Downtown Zones
Amended by Ord. No. 2348 & 2356
Amended by Ord. No. 2369 & 2370

A. Allowed Uses. Table 2-10 (Allowed Uses and Permit Requirements for Downtown Zones) indicates the land use regulations for the Downtown zones and any permits required to establish the use, pursuant to Division 7
(Permit Processing Procedures). The regulations for each zone are established by letter designations as follows:

“P” represents permitted (allowed) uses.

“A” represents accessory uses.

“M” designates uses that require the approval of a Minor Use Permit subject to requirements of Section 9107.09 (Conditional Use Permits and Minor Use Permits) of this Development Code.

“C” designates uses that require the approval of a Conditional Use Permit subject to requirements of Section 9107.09 09 (Conditional Use Permits and Minor Use Permits) of this Development Code.

“UF” designates uses that are permitted on upper floors only, and are not allowed on the ground floor of a structure.

“--” designates uses that are not permitted.

B. Director Determination. Land uses are defined in Division 9 (Definitions). In cases where a specific land use or activity is not defined, the Director shall assign the land use or activity to a classification substantially similar in character. Land uses not listed in the table or not found to be substantially similar to the land uses below are prohibited.

C. Specific Use Regulations. Where the last column in Table 2-10 (Allowed Uses and Permit Requirements for Downtown Zones) includes a Section, Subsection, or Division number, the regulations in the referenced Section, Subsection, or Division shall apply to the use.

<table>
<thead>
<tr>
<th>Table 2-10</th>
<th>Permitted by Right</th>
<th>Specific Use Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Allowed Uses and Permit Requirements for Downtown Zones</td>
<td>CBD</td>
<td>MU</td>
</tr>
<tr>
<td>Land Use</td>
<td>P</td>
<td>A</td>
</tr>
<tr>
<td>Business, Financial, and Professional</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Automated Teller Machines (ATMs)</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Check Cashing and/or Payday Loans</td>
<td>--</td>
<td>--</td>
</tr>
<tr>
<td>Financial Institutions and Related Services</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Government Facilities</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Offices, Business and Professional</td>
<td>P (UF)</td>
<td>P (UF)</td>
</tr>
<tr>
<td>Eating and Drinking Establishments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accessory Food Service</td>
<td>A</td>
<td>A</td>
</tr>
<tr>
<td>Alcohol Sales (On-Sale, Accessory Only)</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Bars, Lounges, Nightclubs, and Taverns</td>
<td>C</td>
<td>C</td>
</tr>
<tr>
<td>Outdoor Dining (Incidental and on Public Property) – 12 seats or fewer</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Outdoor Dining (Incidental and on Public Property) – more than 12 seats</td>
<td>M</td>
<td>M</td>
</tr>
<tr>
<td>Restaurant – Small (with no Alcohol Sales)</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>Restaurant – Large (with no Alcohol Sales)</td>
<td>P</td>
<td>P</td>
</tr>
</tbody>
</table>
### Table 2-10
Allowed Uses and Permit Requirements for Downtown Zones

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Permitted by Right</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CBD</td>
</tr>
<tr>
<td></td>
<td>(UF)</td>
</tr>
<tr>
<td><strong>Restaurant – Small or Large</strong></td>
<td>M</td>
</tr>
<tr>
<td>With late hours – open between midnight and 6:00 A.M.</td>
<td></td>
</tr>
<tr>
<td><strong>Restaurant – Small or Large</strong></td>
<td>M</td>
</tr>
<tr>
<td>Serving Alcohol, within 300 ft of residential zone</td>
<td></td>
</tr>
<tr>
<td><strong>Restaurant – Small or Large</strong></td>
<td>P</td>
</tr>
<tr>
<td>Serving Alcohol, not within 300 ft of residential zone</td>
<td></td>
</tr>
<tr>
<td><strong>Education</strong></td>
<td></td>
</tr>
<tr>
<td>Schools, Public and Private</td>
<td>--</td>
</tr>
<tr>
<td>Trade and Vocational Schools</td>
<td>C (UF)</td>
</tr>
<tr>
<td>Tutoring and Education Centers</td>
<td>C (UF)</td>
</tr>
<tr>
<td><strong>Industry, Manufacturing and Processing, and Warehousing Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Brewery and Alcohol Production, with or without onsite tasting and</td>
<td>M</td>
</tr>
<tr>
<td>associated retail commercial use</td>
<td></td>
</tr>
<tr>
<td><strong>Data Centers</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Food Processing</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Fulfillment Centers</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Light Industrial</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Warehouse Retail (under 40,000 square feet)</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Warehouse Retail (40,000 square feet and over)</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Recycling facilities</strong></td>
<td></td>
</tr>
<tr>
<td>Heavy processing</td>
<td>--</td>
</tr>
<tr>
<td>Large collection</td>
<td>--</td>
</tr>
<tr>
<td>Light processing</td>
<td>--</td>
</tr>
<tr>
<td>Reverse Vending Machine(s)</td>
<td>--</td>
</tr>
<tr>
<td>Small collection</td>
<td>--</td>
</tr>
<tr>
<td>Research and Development</td>
<td>--</td>
</tr>
<tr>
<td><strong>Storage – Accessory</strong></td>
<td>A</td>
</tr>
<tr>
<td><strong>Storage – Personal</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Wholesaling</strong></td>
<td>--</td>
</tr>
<tr>
<td><strong>Medical-Related and Care Uses</strong></td>
<td></td>
</tr>
<tr>
<td>Day Care, General</td>
<td>--</td>
</tr>
<tr>
<td>Hospitals and Medical Clinics</td>
<td>--</td>
</tr>
<tr>
<td>Medical and Dental Offices</td>
<td>P (UF)</td>
</tr>
<tr>
<td><strong>Recreation and Entertainment</strong></td>
<td></td>
</tr>
<tr>
<td>Arcade (Electronic Game Center)</td>
<td>M</td>
</tr>
<tr>
<td>Land Use</td>
<td>CBD</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Commercial Recreation</td>
<td>C</td>
</tr>
<tr>
<td>Karaoke and/or sing-along uses</td>
<td>M</td>
</tr>
<tr>
<td>Health/Fitness Facilities, Small</td>
<td>M</td>
</tr>
<tr>
<td>Health/Fitness Facilities, Large</td>
<td>M (UF)</td>
</tr>
<tr>
<td>Indoor Entertainment</td>
<td>C</td>
</tr>
<tr>
<td>Studios – Art and Music</td>
<td>M</td>
</tr>
<tr>
<td>Residential Uses</td>
<td></td>
</tr>
<tr>
<td>Accessory Dwelling Unit</td>
<td>A</td>
</tr>
<tr>
<td>Live/Work Unit</td>
<td>--</td>
</tr>
<tr>
<td>Multifamily Dwelling</td>
<td>M</td>
</tr>
<tr>
<td>Supportive Housing – Housing Type</td>
<td>M (UF)</td>
</tr>
<tr>
<td>Transitional Housing – Housing Type</td>
<td>M (UF)</td>
</tr>
<tr>
<td>Short-Term Rental</td>
<td>--</td>
</tr>
<tr>
<td>Home Sharing</td>
<td>--</td>
</tr>
<tr>
<td>Retail Uses</td>
<td></td>
</tr>
<tr>
<td>Alcohol Beverage Sales</td>
<td>M</td>
</tr>
<tr>
<td>Alcohol Sales (off-sale)</td>
<td>M</td>
</tr>
<tr>
<td>Alcohol Sales (off-sale, accessory only)</td>
<td>--</td>
</tr>
<tr>
<td>Building Material Sales and Services</td>
<td>--</td>
</tr>
<tr>
<td>Pawn Shop</td>
<td>--</td>
</tr>
<tr>
<td>Plant Nursery</td>
<td>--</td>
</tr>
<tr>
<td>Pet Stores, without grooming</td>
<td>P</td>
</tr>
<tr>
<td>Pet Stores, inclusive of grooming services</td>
<td>M</td>
</tr>
<tr>
<td>Recreational Equipment Rentals</td>
<td>P</td>
</tr>
<tr>
<td>Retail Sales</td>
<td>P</td>
</tr>
<tr>
<td>Retail Carts and Kiosks – Indoor</td>
<td>P</td>
</tr>
<tr>
<td>Retail Carts and Kiosks – Outdoor</td>
<td>M</td>
</tr>
<tr>
<td>Secondhand Stores</td>
<td>--</td>
</tr>
<tr>
<td>Land Use</td>
<td>CBD</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Swap Meets</td>
<td>--</td>
</tr>
<tr>
<td>Vehicle Rentals</td>
<td>--</td>
</tr>
<tr>
<td>Vehicle Sales – New and/or Used</td>
<td>C</td>
</tr>
</tbody>
</table>

### Service Uses

<table>
<thead>
<tr>
<th>Land Use</th>
<th>CBD</th>
<th>MU</th>
<th>DMU</th>
<th>CM</th>
<th>Specific Use Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Boarding/Kennels</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Animal Grooming</td>
<td>M</td>
<td>M</td>
<td>M</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Bail Bond Services</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>Funeral Homes and Mortuaries</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>Hotels and Motels</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Maintenance and Repair Services, Large Appliance</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Maintenance and Repair Services, Small Appliance</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Personal Services, General</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Personal Services, Restricted</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Postal Services</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Printing and Duplicating Services</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Veterinary Services</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Vehicle Repair and Services</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>Service/Fueling Station</td>
<td>C</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td></td>
</tr>
<tr>
<td>Vehicle Washing/Detailing</td>
<td>A</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Vehicle Repair, Major</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>Vehicle Repair, Minor</td>
<td>A</td>
<td>--</td>
<td>--</td>
<td>P</td>
<td></td>
</tr>
</tbody>
</table>

### Transportation, Communication, and Infrastructure Uses

<table>
<thead>
<tr>
<th>Land Use</th>
<th>CBD</th>
<th>MU</th>
<th>DMU</th>
<th>CM</th>
<th>Specific Use Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Antennas and Wireless Communication Facilities - Co-location</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>Exception: All facilities are permitted on City-owned properties and public rights-of-way. New standalone facilities are not permitted in Architectural Design (D) overlay zones. See Subsection 9104.02.050 (Antennas and Wireless Communication Facilities)</td>
</tr>
<tr>
<td>Antennas and Wireless Communication Facilities – Panel</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Antennas and Wireless Communication Facilities - Standalone Facility</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Car Sharing</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>Car sharing parking spaces may not occupy any space required for another use.</td>
</tr>
<tr>
<td>Off-Street Parking Facilities (not associated with a primary use)</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td>C</td>
<td></td>
</tr>
<tr>
<td>Recharging Stations</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td></td>
</tr>
<tr>
<td>Land Use</td>
<td>CBD</td>
<td>MU</td>
<td>DMU</td>
<td>CM</td>
<td>Specific Use Regulations</td>
</tr>
<tr>
<td>--------------------------------------</td>
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<td>----</td>
<td>-----</td>
<td>----</td>
<td>----------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Utility Structures and Service Facilities</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>Subject to Site Plan and Design Review pursuant to Section 9107.19 (Site Plan and Design Review).</td>
</tr>
<tr>
<td><strong>Other Uses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assembly/Meeting Facilities, Public or Private</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>Donation Box – Outdoor</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>Extended Hours Use</td>
<td>M</td>
<td>C</td>
<td>M</td>
<td>C</td>
<td>See Subsection 9104.02.150 (Extended Hours Uses)</td>
</tr>
<tr>
<td>Places of Religious Assembly</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>M</td>
<td></td>
</tr>
<tr>
<td>Drive-Through or Drive-Up Facilities</td>
<td>--</td>
<td>--</td>
<td>--</td>
<td>C</td>
<td>See Subsection 9104.02.130 (Drive-through and Drive-up Facilities)</td>
</tr>
<tr>
<td>Reverse Vending Machines – Consumer Goods</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>Allowed indoors only</td>
</tr>
<tr>
<td>Vending Machines</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>Allowed indoors only</td>
</tr>
<tr>
<td>Urban Agriculture</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td>A</td>
<td></td>
</tr>
</tbody>
</table>

(1) Accessory dwelling units are subject to the development standards in Subsection 9102.01.080.
Phelps Wood  
APW Development Company  
225 N. Second Avenue  
Arcadia, CA 91006  

February 11, 2020  

Commissioner Ken Chan  
Commissioner Deborah Lewis  
Commissioner Zi Lin  
Commissioner Brad Thompson  
Commissioner Marilynne Wilander  
City of Arcadia Planning Commission  

Honorable Chairman and Commissioners,  

On behalf of my family, I am writing in support of Policy 20-01 to temporarily modify non-conforming use policy to allow flexibility for property owners in the “Downtown” commercial zones.  

My family has owned the building at 225 N. Second Avenue in Arcadia since 1980. My father slowly acquired multiple parcels over time and, with the help of the City of Arcadia, combined the lots to construct the building that stands today. My family understands and supports the land use changes that the city has implemented and has worked diligently to find new uses for our current building, resulting in the opening of Mt. Lowe Brewery in 2016.  

We have found, however, that it is currently difficult to find new active uses for a light-industrial building and believe that the flexibility allowed by Policy 20-01 would help property owners in similar situations to ourselves work toward the long-term development goals of Arcadia without having to forego leasing opportunities in the short-term that meet the original property’s use. We believe this is a smart compromise that benefits the goals of the City of Arcadia as well as Arcadia property owners.  

We ask that the Planning Commission support property owners through this transitional period by forwarding a recommendation to the City Council to adopt Policy 20-01.  

Regards,  

[Signature]  

Phelps Wood
CALL TO ORDER – Mayor Verlato called the Closed Session to order at 6:00 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Amundson, Beck, Tay, Chandler, and Verlato
ABSENT: None

PUBLIC COMMENTS – No one appeared

CLOSED SESSION

a. Pursuant to Government Code Section 54956.9(d)(1) to confer with legal counsel regarding the Workers’ Compensation matter of Tony Capra, Worker’s Compensation Claim #19-144151.

b. Pursuant to Government Code Section 54957.6 to confer with labor negotiators.

City Negotiators: City Manager Dominic Lazzaretto, Administrative Services Director Hue Quach, and Assistant City Manager/Development Services Director Jason Kruckeberg.


No reportable action was taken on the Closed Session Items.

The Closed Session meeting ended at 6:20 p.m.

Regular Meeting
City Council Chamber, 7:00 p.m.

1. CALL TO ORDER – Mayor Verlato called the regular meeting to order at 7:01 p.m.

2. INVOCATION – Reverend Eva Thai-Erwin, Church of the Good Shepherd

3. PLEDGE OF ALLEGIANCE – Cub Scout Pack 122

4. ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Amundson, Beck, Tay, Chandler, and Verlato
ABSENT: None

5. REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS
City Attorney Deitsch announced that prior to the regular meeting, the City Council met in a Closed Session to consider the items listed on the posted agenda under Closed Session, and that no reportable action was taken.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto announced that there was no supplemental information.

7. MOTION TO READ ALL ORDINANCES AND RESOLUTIONS BY TITLE ONLY AND WAIVE THE READING IN FULL

A motion was made by Mayor Pro Tem Chandler and seconded by Council Member Amundson to read all ordinances and resolutions by title only and waive the reading in full.

8. PRESENTATIONS

a. Presentation of Mayor’s Certificates of Commendation to Girl Scouts Jordyn Aghili, Elena Jardino, Kayla Noda, and Cate Ruiz for earning the Girl Scout Gold Award.

b. Presentation by Stephanie Perez regarding Rancho Learning Center’s Career Discovery Program.

c. Arcadia Chinese Association presentation of Matt Denny’s gift certificate coupons to Arcadia City Staff in appreciation of the City’s support of the organization.

9. PUBLIC HEARING

a. Direct the Los Angeles County Agricultural Commissioner to abate nuisances upon those properties located in the City of Arcadia and approve the Annual Weed Abatement Property list.

Recommended Action: Approve

City Manager Lazzaretto presented the staff report.

Mayor Verlato opened the public hearing. No one appeared.

A motion to close the public hearing was made by Mayor Pro Tem Chandler, seconded by Council Member Amundson, and seeing no objection, Mayor Verlato declared the public hearing closed.

It was moved by Mayor Pro Tem Chandler, seconded by Council Member Tay, and carried on a roll call vote to direct the Los Angeles County Agricultural Commissioner to abate nuisances upon those properties located in the City of Arcadia and approve the Annual Weed Abatement Property list.

AYES: Chandler, Tay, Amundson, Beck, and Verlato

NOES: None

ABSENT: None

10. PUBLIC COMMENTS
Brian Greene, President of the Arcadia Chamber of Commerce, appeared and announced that Leap of Kindness Day is on February 29, and provided information about the event.

Raymond Cheung, an Arcadia resident and Commissioner of the Arcadia Recreation and Parks Commission, appeared and announced that on February 29, is the grand re-opening of the baseball field at the Eisenhower Park; he also announced that he is running for the Arcadia Unified School District Board of Education and spoke about his experience and history living in Arcadia and his reasons for running.

11. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK (including reports from the City Council related to meetings attended at City expense [AB 1234]).

Council Member Beck announced that February 21 is the Mayor’s Breakfast; that on February 29, is the Eisenhower Park Opening Day; he thanked the Arcadia Chinese Association for the donation of the Matt Denny’s gift certificates; and commended the Girl Scouts on their achievements.

Council Member Tay announced that on February 8, he attended the Arcadia Chinese Parents Booster Club Lunar New Year Dinner; and February 12 he attended the “Meet your Area Commander” event at the Arcadia Performing Arts Center.

Council Member Amundson announced that ballots went out for the March 3 Primary Election; he spoke about the vote centers; provided information about Proposition 13; and announced that it is his mother’s birthday and wished her a happy birthday in heaven.

Mayor Pro Tem Chandler commented on the Girl Scouts presentation and thanked the Arcadia Chinese Association for the donation of the Matt Denny’s gift certificates.

City Clerk Glasco announced that March 14 is the ribbon cutting for the Arcadia Veteran’s Registry Touchscreen donated by the Friends of the Museum; and he commented on the passing of former City Clerk Jim Barrows and offered his condolences.

Mayor Verlato announced that she attended the Arcadia Chinese Parents Booster Club Lunar New Year Dinner, the Los Angeles County Department of Public Health Board of Supervisors Meeting, the ribbon cutting for ReMax at their new location, and the San Gabriel Valley Council of Governments Regional Housing Trust Fund forum; she indicated that she visited 3rd graders at Hugo Reed Elementary and were educated on peacocks; she further announced that she attended the League of Women Voters Gala; that the Mayor’s breakfast is sold out; that Coffee with the Mayor event is on March 4; that last Friday was Mahjong with the Mayor, and that the next Mahjong with the Mayor is on March 20; she reminded everyone that Pasadena Showcase House tickets are on sale, and encouraged everyone to attend.

12. CONSENT CALENDAR

      Recommended Action: Approve

   b. Donation in the amount of $1,000 from the Hakka Foundation for the Gilb Museum of Arcadia Heritage.  
      Recommended Action: Accept
c. Contract with FS Contractors, Inc. for the Fiscal Year 2019-20 Annual Concrete Repairs Project in the amount of $70,215.
   Recommended Action: Approve

d. Relieve low bidder of Bid due to its clerical error, and approve contract with second low bidder Cedro Construction, Inc. for the Valve Replacement Project on Santa Anita Avenue in the amount of $192,105.
   Recommended Action: Approve

e. Purchase Order with West-Lite Supply Company, Inc. for the purchase of lighting and electrical supplies in the amount of $53,171.98.
   Recommended Action: Approve

f. Final Map No. 74697 with a categorical exemption under the California Environmental Quality Act (“CEQA”) for an eight unit multi-family residential condominium subdivision at 22-26 East Colorado Boulevard.
   Recommended Action: Approve

It was moved by Mayor Pro Tem Chandler, seconded by Council Member Amundson, and carried on a roll call vote to approve Consent Calendar Items 12.a through 12.f.

AYES: Chandler, Amundson, Beck, Tay, and Verlato
NOES: None
ABSENT: None

13. CITY MANAGER

a. Comprehensive Management Plan to address unfunded accrued liabilities and budget appropriation to begin the Judicial Validation Process for issuance of Pension Obligation Bonds.
   Recommended Action: Adopt

Administrative Services Director Quach and Managing Director of Urban Futures Inc., Julio Morales presented the staff report.

It was moved by Mayor Pro Tem Chandler, seconded by Council Member Tay, and carried on a roll call vote to adopt the Comprehensive Management Plan to address unfunded accrued liabilities and budget appropriation to begin the Judicial Validation Process for issuance of Pension Obligation Bonds.

AYES: Chandler, Tay, Amundson, Beck, and Verlato
NOES: None
ABSENT: None

Resolution No. 7294 adopting an Unfunded Accrued Liability Funding Policy.
   Recommended Action: Adopt

It was moved by Mayor Pro Tem Chandler, seconded by Council Member Tay, and carried on a roll call vote to adopt Resolution No. 7294 adopting an Unfunded Accrued Liability Funding Policy.
Resolution No. 7295 Amending the Fiscal Year 2019-20 General Fund Budget Authorizing a Budget Appropriation of $30,000 for a Professional Service Contract with Straddling Yocca Carlson & Rauth to Commence with the Judicial Validation Proceeding as the Initial Step for Issuance of Pension Obligation Bonds.
Recommended Action: Adopt

It was moved by Mayor Pro Tem Chandler, seconded by Council Member Tay, and carried on a roll call vote to direct the adopt Resolution No. 7295 Amending the Fiscal Year 2019-20 General Fund Budget Authorizing a Budget Appropriation of $30,000 for a Professional Service Contract with Straddling Yocca Carlson & Rauth to Commence with the Judicial Validation Proceeding as the Initial Step for Issuance of Pension Obligation Bonds.

b. Authorize participation in a Joint Exercise of Powers Agreement with the County of Los Angeles and other local cities to create the San Gabriel Valley Regional Housing Trust for the purpose of providing additional housing opportunities and reducing homelessness in a coordinated and comprehensive manner in the San Gabriel Valley.
Recommended Action: Approve

Assistant City Manager/Development Services Director Kruckeberg presented the staff report.

It was moved by Mayor Pro Tem Chandler, seconded by Council Member Beck, and carried on a roll call vote to authorize participation in a Joint Exercise of Powers Agreement with the County of Los Angeles and other local cities to create the San Gabriel Valley Regional Housing Trust for the purpose of providing additional housing opportunities and reducing homelessness in a coordinated and comprehensive manner in the San Gabriel Valley.

14. ADJOURNMENT

The City Council meeting adjourned in memory of former City Clerk Jim Barrows at 9:11 p.m. to Tuesday, March 3, 2020, 6:00 p.m. in the City Council Conference Room.

Linda Rodriguez
Assistant City Clerk
DATE: March 3, 2020

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director Library & Museum Services

SUBJECT: ACCEPT DONATION OF $5,000 FROM THE FRIENDS OF THE MUSEUM FOR THE PURCHASE OF NEW TECHNOLOGY FOR THE GILB MUSEUM OF ARCADIA HERITAGE

Recommendation: Accept

SUMMARY

The Friends of the Museum are offering a donation of $5,000 to the Gilb Museum of Arcadia Heritage to purchase new technology for the exhibit spaces, including the Anita Baldwin Exhibit. It is recommended that the City Council accept this donation.

DISCUSSION

The Friends of the Museum, as part of its ongoing mission to support the Museum’s goals and objectives, are donating $5,000 to the Gilb Museum of Arcadia Heritage. The Friends of the Museum raise this money through memberships, donations, and most recently, their first ever fundraising event this past fall, in support of the Museum. Through carefully curated collections, exhibits, and educational programs, the Museum shares the City’s diverse history, past and present, with the community, inviting the community in to discover, create dialog, provide a place for reflection, and a connected and shared identity for learning and discussion.

The Friends of the Museum donation will provide the Museum with funds to update the old non-working VHS equipment in the Anita Baldwin exhibit. It will also provide two new iPads and iPad stands to create more interactive exhibits and showcase more of the collections digitally. Lastly, it will provide funding for a special family puppet show during Snow Festival in December 2020.

By accepting and approving this $5,000 donation, the Friends of the Museum help the Gilb Museum of Arcadia Heritage and the City of Arcadia provide better exhibits, programs, and the sharing of these resources for the citizens of Arcadia beyond the current capacity of the City’s General Fund. Without the ongoing support of the Friends
Accept Donation of $5,000 from the Friends of the Museum for Purchase of New Technology at the Gilb Museum of Arcadia Heritage
March 3, 2020
Page 2 of 2

of the Museum, the array of services, programs, collection care, and preservation would be diminished in quality and quantity now and for future generations.

All gifts $1,000 or more are subject to approval by the City Council pursuant to City Charter Section 809(d).

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The acceptance and approval of the $5,000 donation would be a positive fiscal impact for the Museum. It will provide additional revenue to specifically purchase and replace old and non-working audiovisual equipment with newer and more modern equipment and provide for a more modern interactive Museum experience for the community.

RECOMMENDATION

It is recommended the City Council determines that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act (“CEQA”); and accept a donation in the amount of $5,000 from the Friends of the Museum for the purchase of new technology for the Gilb Museum of Arcadia Heritage.

Approved:

[Signature]

Dominic Lazzaretto
City Manager
DATE: March 3, 2020

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director Library & Museum Services

SUBJECT: DONATION IN THE AMOUNT OF $3,000 FROM THE FRIENDS OF THE MUSEUM FOR THE ARCADIA VETERANS REGISTRY TOUCHSCREEN AT THE GILB MUSEUM OF ARCADIA HERITAGE

Recommendation: Accept

SUMMARY

The Friends of the Museum have received a grant from the Daughters of the American Revolution to purchase a touchscreen computer, stand, and software to digitize the Gilb Museum’s Arcadia Veterans Registry. It is recommended that the City Council accept this donation.

DISCUSSION

The Friends of the Museum applied for and received a grant to provide the Gilb Museum with both hardware and software to digitize the primary print source of local Arcadia veterans. This two volume notebook comprised of local Arcadia veterans that have served in World War I, World War II, Vietnam War, the Gulf Wars, as well as those currently enlisted in the military. Prior to this project, this information was only available in print. Visitors to the Museum often enjoy looking through these notebooks, finding friends and loved ones; however, over time, this primary source is beginning to see wear and tear. By digitizing this collection, it preserves the print volumes and makes the digital collection easily accessible and searchable for visitors today and well into the future.

The digitization project was done in-house by a volunteer intern at the Museum with oversight by the Museum Curator. Each veteran entry was scanned and digitized and then uploaded into this new software. The large touchscreen makes this collection easily accessible and searchable. This large touchscreen veterans collection is part of the local Arcadia Veterans permanent exhibit at the Museum.
By accepting and approving this $3,000 donation, the Gilb Museum of Arcadia Heritage and the City of Arcadia can preserve this important local veterans primary resource and make this information available for the community of Arcadia beyond the current capacity of the City’s General Fund.

All gifts $1,000 or more are subject to approval by the City Council pursuant to City Charter Section 809(d).

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The acceptance and approval of the $3,000 donation would be a positive fiscal impact for the Gilb Museum, furthering its mission to share and preserve local Arcadia past and present history.

RECOMMENDATION

It is recommended the City Council determines that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act (“CEQA”); and accept a donation in the amount of $3,000 from the Friends of the Museum for the Arcadia Veterans Registry Touchscreen at the Gilb Museum of Arcadia Heritage.

Approved:

Dominic Lazzaretto
City Manager
DATE: March 3, 2020

TO: Honorable Mayor and City Council

FROM: Robert Guthrie, Chief of Police
By: Dr. Jennifer Brutus, Sr. Management Analyst

SUBJECT: DONATION OF $1,500 FROM THE ARCADIA POLICE OFFICERS’ ASSOCIATION FOR THE SILVER CIRCLE VOLUNTEER RECOGNITION DINNER
Recommendation: Accept

SUMMARY
The Arcadia Police Officers’ Association (“APOA”) wishes to donate $1,500 to the City of Arcadia for the Silver Circle Volunteer Recognition Dinner. It is recommended that the City Council accept this donation.

DISCUSSION
Every year, volunteers work thousands of hours in the Fire Department, Library, Museum, Police Department, Recreation & Community Services Department, and by serving on City Boards and Commissions. The City shows appreciation to its volunteers with an annual City-sponsored volunteer recognition dinner called Silver Circle. The dinner is held in the spring and volunteers must have completed 125 hours in the previous calendar year to be qualified for participation. This year, the dinner will be held on March 12, 2020.

In an effort to recognize their appreciation for the volunteers who assist them every day, the Arcadia Police Officers’ Association has offered to donate $1,500 to the Silver Circle event. The APOA’s donation will help support the cost of entertainment, specifically, the cost of a photo booth for guests to use. It is recommended that the City Council accept this donation.

All gifts $1,000 or more are subject to approval by the City Council pursuant to City Charter Section 809(d).
ENVIRONMENTAL IMPACT

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

Acceptance of the APOA’s gift of $1,500 will support the cost of the photo booth, which guests will use to commemorate the event.

RECOMMENDATION

It is recommended the City Council determines that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act (“CEQA”); and accept a donation of $1,500 from the Arcadia Police Officers’ Association for the Silver Circle Volunteer Recognition Dinner.

Approved:

Dominic Lazzaretto
City Manager
DATE: March 3, 2020

TO: Honorable Mayor and City Council

FROM: Hue C. Quach, Administrative Services Director
By: Shama P. Curian, Human Resources Administrator

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH RALPH ANDERSEN & ASSOCIATES FOR UPDATES TO THE 2017 CLASSIFICATION AND COMPENSATION STUDY IN THE AMOUNT OF $25,000, AND AUTHORIZE AN ADDITIONAL $5,000 FOR CONTINGENCY WORK BEYOND THE SCOPE OF SERVICES DEFINED

Recommendation: Approve

RESOLUTION NO. 7296 AMENDING THE FISCAL YEAR 2019-20 GENERAL FUND BUDGET AUTHORIZING A BUDGET APPROPRIATION OF $15,000 TO COMMENCE WITH A REVIEW AND UPDATE TO THE 2017 CLASSIFICATION AND COMPENSATION STUDY

Recommendation: Approve

SUMMARY

In April 2017, the City utilized the services of Ralph Andersen & Associates to conduct a comprehensive Classification and Compensation Study that assessed the industry alignment of comparable public sector positions within the regional market. Nonetheless, this study was not finalized to its completion nor used as a basis for conducting negotiations at that time. In anticipation of upcoming labor negotiations with the City’s five bargaining groups, a review and update of this report is warranted to accurately determine the current position of the City within the labor market.

Therefore, it is recommended that the City Council approve and authorize a Professional Services Agreement with Ralph Andersen & Associates for an update to the 2017 Classification and Compensation Study in the amount of $25,000, authorize an additional $5,000 for contingencies, and approve Resolution No. 7296 authorizing an additional budget appropriation of $15,000 to complete the work. A copy of the proposed Professional Services Agreement is attached to this agenda report.
BACKGROUND

In April 2017, the City entered into a professional services agreement with Ralph Andersen & Associates to conduct a total compensation study to assist during labor negotiations. The study evaluated 18 survey agencies, with 88 classifications identified as survey jobs to be used for comparison purposes in relation to the regional labor market. While the results of that study were never finalized, negotiations continued to move forward with both the City and the bargaining groups making conscious efforts to discuss terms and conditions within the fiscally responsible cost parameters established. These focused efforts helped shape the adoption of Resolution Nos. 7203, 7204, 7205, 7206, and 7207, establishing compensation and related benefits for all employee groups. The Resolutions reflected a continuation of the majority of existing working terms and conditions and provided moderate cost of living adjustments.

DISCUSSION

As the terms in the current Memoranda of Understanding (“MOUs”) are set to expire on June 30, 2020, an update to the 2017 Classification and Compensation Study is needed to assist the City in the upcoming labor negotiations. Ralph Andersen & Associates have agreed that the scope of work needed to bring the report up to current will include:

• A total compensation labor market survey of cities impacting the Arcadia area job market, which includes a comprehensive review of the 2017 Classification and Compensation Survey, and any subsequent updates to the survey for: base salary, CalPERS employer paid retirement contributions, certification pay, educational incentives, employer paid insurance contributions, and leave benefits.

• Salary recommendations for all job classifications based on the results of the labor market survey and an analysis of internal relationships.

• Presentation of preliminary and final total compensation reports of all findings and recommendations.

If any additional work beyond the scope of work is required, the City will be billed at the firm’s standard hourly rate of $135/hour. While $25,000 is sufficient to successfully complete the work plus on-site trips and subsequent travel expenses, it is recommended that additional funding be authorized to provide the ability for consideration of additional contingency work that may result from the study. The Administrative Services Department has estimated that the total amount of additional work program items could total up to $5,000 which would bring the total project cost to $30,000.
Ralph Andersen & Associates has over 47 years of local government consulting experience serving the needs of cities, counties, special districts, and state governments. The services provided in the study will include the following:

- Meeting with City representatives at project initiation to confirm the study goals and deliverables.
- Review of background data including previous survey, existing class specifications, organizational charts, salary schedules, and other relevant information.
- Review historical practices, discuss potential changes to survey agencies, survey job classifications, and identify data collection needs.
- Collection and analysis of compensation data from survey agencies which will include pay structure trends and base salary analysis to ensure appropriate comparison criteria. Develop draft and final reports incorporating all study recommendations and supporting data.
- Presentation of findings to managers, employees, labor representatives, project committees, and the City Council, as needed.

The approach Ralph Andersen & Associates uses to conduct classification and compensation studies is customized to the specific needs and objectives of their clients. While the work plan attached to the Professional Services Agreement has been proven to be effective, they are willing to adjust their approach throughout the process to better fit the City’s needs. Additionally, the primary contact who will be assigned to the project is familiar with the City’s historical practices from their involvement in the Study conducted in 2017. As such, it is recommended that Ralph Andersen & Associates be awarded the Professional Services Agreement.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

The proposed services for the Classification and Compensation Study based on the expected level of involvement, including on-site meetings and any subsequent travel expenses, is $25,000. An additional $5,000 is requested for contingencies that may result from the study, to be used only if needed. The Human Resources Division Fiscal
Year 2019-20 Operating Budget has a placeholder amount of $15,000 for cost for a Salary Survey. A supplemental appropriation for $15,000 is being requested to cover the total cost of $30,000 to conduct an update to the 2017 Classification and Compensation Study.

**RECOMMENDATION**

It is recommended that the City Council:

- It is recommended the City Council determines that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act (“CEQA”); and

- Approve, and authorize and direct the City Manager to execute a Professional Services Agreement with Ralph Andersen & Associates for updates to the 2017 Classification and Compensation Study in the amount of $25,000, and authorize an additional $5,000 for contingency work beyond the scope of services defined in the City’s request for proposals; and

- Adopt Resolution No. 7296 amending the Fiscal Year 2019-20 General Fund Budget authorizing a budget appropriation of $15,000 to commence with a review and update to the 2017 Classification and Compensation Study.

Approved:

[Signature]

Dominic Lazzaretto
City Manager

Attachments:  Professional Services Agreement
Resolution No. 7296
CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into as of ________________, 20 ____ by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 (“City”), and Ralph Andersen & Associates, a California Corporation with its principal place of business at 5800 Stanford Ranch Rd., Suite 410, Rocklin, CA 95765 (hereinafter referred to as “Consultant”). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties” in this Agreement.

RECITALS

A. City is a public agency of the State of California and is in need of professional services for the following project:

Classification and Compensation Study (hereinafter referred to as “the Project”).

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit “A.”

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit “B.”

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of $30,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or
the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.


Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. Time of Performance

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). Consultant shall complete the services required hereunder within the Activity Schedule in Exhibit C. The Notice to Proceed shall set forth the date of commencement of work.


a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant’s services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Subconsultant
Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and subconsultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

(1) Bodily Injury and Property Damage
(2) Personal Injury/Advertising Injury
(3) Premises/Operations Liability
(4) Products/Completed Operations Liability
(5) Aggregate Limits that Apply per Project
(6) Explosion, Collapse and Underground (UCX) exclusion
(7) Contractual Liability with respect to this Agreement
(8) Property Damage
(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.
(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers’ Compensation/Employer’s Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the “Workers’ Compensation and Insurance Act,” Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer’s Liability Coverage in amounts indicated herein. Consultant shall require all subconsultants to obtain and maintain, for the period required by this Agreement, workers’ compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. “Covered Professional Services” as designated in the policy must
specifically include work performed under this Agreement. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer's duty to defend.

e. **Minimum Policy Limits Required**

   (i) The following insurance limits are required for the Agreement:

   **Combined Single Limit**

   - **Commercial General Liability**: $1,000,000 per occurrence/ $2,000,000 aggregate for bodily injury, personal injury, and property damage
   - **Automobile Liability**: $1,000,000 per occurrence for bodily injury and property damage
   - **Employer’s Liability**: $1,000,000 per occurrence
   - **Professional Liability**: $1,000,000 per claim and aggregate (errors and omissions)

   (ii) Defense costs shall be payable in addition to the limits.

   (iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. **Evidence Required**

   Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer’s representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. **Policy Provisions Required**

   (i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

   (ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant’s policy is primary insurance and that any
insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.
(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City’s choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant’s services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney’s fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant’s obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant’s obligations to defend, indemnify, and/or hold harmless arise out of Consultant’s performance of “design professional services” (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant’s obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant’s proportionate percentage of fault.


a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is $15,000 or more for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any
failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is $15,000 or more for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subconsultants and sub-subconsultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of
such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in “Termination or Abandonment,” above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign Doug Johnson as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:                CONSULTANT:
City of Arcadia       Ralph Andersen & Associates
240 West Huntington Drive  5800 Stanford Ranch Road, Suite 410
Arcadia, CA 91066     Rocklin, California 95765
Attn: Shama Curian, Human Resources Division

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment
Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. **Entire Agreement**

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. **Severability**

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. **Successors and Assigns**

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. **Non-Waiver**

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. **Time of Essence**

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

28. **City’s Right to Employ Other Consultants**

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. **Prohibited Interests**

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall
have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

[SIGNATURES ON FOLLOWING PAGE]
SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND RALPH ANDERSEN & ASSOCIATES

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF ARCADIA

By: ____________________________
   Dominic Lazzaretto
   City Manager

RALPH ANDERSEN & ASSOCIATES

By: ____________________________
   Its: ____________________________
   Printed Name: ____________________________

ATTEST:

By: ____________________________
   City Clerk

APPROVED AS TO FORM:

By: ____________________________
   City Attorney
EXHIBIT A
Scope of Services

Task 1- Project Kick-Off
The consultants will begin all administrative and coordinative efforts in support of the project initiation. Among other things, this will include:
- Preparation of a project schedule
- Identification and review of background data including existing class specifications, organization charts, previous survey, employee listings, salary schedules, and related information
- Identification of scheduling parameters for meetings and interaction with various City stakeholders.
This initial step in the study process will be used to identify significant compensation concerns that should be clarified during the initial meeting or addressed during the course of the study.

Task 2 – Confirm Survey Agencies and Survey Jobs
The firm has significant experience analyzing, identifying, and recommending specific survey agencies that best reflect the competitive labor market and also have comparable jobs. Our approach includes a review of several factors including historical practices, geographic proximity, agency size, and a variety of demographic measures. Our analysis will result in a discussion of potential changes to the City’s historical survey agencies in order to best match 2020 market conditions.

The consultants will identify survey job classifications in consultation with appropriate City stakeholders. It is anticipated that at least 88 job classifications will be surveyed. Benchmark classifications would be identified upon completion of survey tasks to ensure that the best, most statistically valid data is used to establish the pay plan.

Task 3 – Collect Compensation Data
After the compensation policy discussion, the consultant team will collect and analyze the compensation data. We do not typically rely on the development of a survey packet since such efforts are not the most efficient method for compiling survey data. If preferred, we can prepare a survey packet for distribution to survey agencies, however, our typical approach would include:
- Initial contact to each labor market employer included in the study to explain the purpose and scope of the survey and confirm cooperation.
- The collection and analysis of source documents from each survey agency including position control documents, budgets, job descriptions, organization charts, salary schedules, benefit summaries, and MOUs.
- The development and use of an online survey data collection form or spreadsheet for those agencies that prefer this approach and where the consultants are unable to utilize source documents.
- The development of follow-up and clarification questions for each survey agencies based on our review of documents.
• The confirmation of all compensation data through telephone calls, email, and other means. This will assure that comparability is established and that all compensation data is factual and complete.

The consultants will document key comparability criteria for all survey jobs, including a thorough understanding of resources, staffing, reporting relationships, and functional areas of management. We will work closely with the City’s Human Resources staff to ensure comparable data is used.

Task 4 – Compile and Format Compensation Data

The salary and benefit data, once collected and thoroughly reviewed for completeness and accuracy, will be appropriately formatted and the results tabulated in a consistent and uniform manner by the project consultants. The analysis will include pay structure trends and base salary analysis to ensure all appropriate comparison criteria is available for developing recommendations. Through the use of spreadsheet applications developed by our office, it is anticipated that standard formulas will be applied in the calculation of the survey data mean, median, and selected percentiles, with the corresponding percentage relationship to the market data also calculated. Data presentation will be customized to fit the City’s objectives.

Task 5 – Audit and Finalize Compensation Data

Prior to developing specific salary recommendations, the consultants will thoroughly review and audit the collected survey data. This will include a detailed analysis of data reliability, comparability, statistical validity, and consistency. This audit will be conducted by the project manager independent of the consultant who collected that data. This will ensure that the most accurate and defensible survey data is utilized in comparing the City’s compensation plan to the pay practices of the labor market. This analysis will also include the preparation of graphs and other presentation materials to aid in understanding the market relationships broken down by employee/bargaining group.

Task 6 – Conduct Internal Relationship Analysis

The internal pay relationship analysis will involve a number of steps in order to arrive at sound and equitable relationships for the new compensation plan. Among others, the most important of these will include:

• Analysis of existing and historical pay relationships
• Development of consistent, uniform, and realistic guidelines for determining internal relationships
• Recommendation of equitable and appropriate internal relationship differentials based on the above.

Since the balance of market values versus internal values can be a policy issue, options and methodologies for achieving an appropriate balance of internal and external salary equity will be reviewed with the City before developing the salary range recommendations.

Task 7 – Develop Salary Recommendations

Based upon the results of the internal relationships analysis and the labor market survey, the project consultants will develop salary recommendations for all job classes included as a part of the study process. These salary recommendations will clearly document the means of determining the appropriate
pay range and the computation of the dollar and percentage difference between the current maximum salary and the recommended maximum salary. Before finalizing the recommendations, a careful audit of the results will be undertaken to ensure that internal salary compression or compaction does not result.

**Task 8 – Prepare and Review Preliminary Compensation Report**

The Preliminary Compensation Report documents all compensation study recommendations and the supporting information used for developing the recommendations. Specifically, the Preliminary Report will include the following:

- The City’s documented compensation policy including survey agencies and survey classifications
- Results of the labor market salary survey using tables and graphs
- Documentation of benchmark classifications and the related job families
- Appendices containing detailed labor market data sheets and supporting documentation.

The project consultants will conduct an in-depth review of the Preliminary Compensation Report with the City. Any needed corrections, clarifications, or modifications will be discussed at this time. As needed, cost projections for implementation will be provided.

**Task 9 – Prepare and Submit Final Reports**

The Final Reports will incorporate any appropriate revisions identified and submitted during the review of the preliminary reports and will serve as the administrative and procedural manuals for updating and maintaining the classification and compensation plans. The submittal of final reports may also include on-site presentations to managers, employees, and the City Council.
EXHIBIT B
Schedule of Charges/Payments

The total fixed cost for professional service fees and expenses to conduct the compensation and benefits study, as proposed, amounts to $22,500. The cost of professional services and expense reimbursement is based upon the project as described in the work plan, and is a “fixed fee” regardless of which consultant performs the task and/or the number of hours needed to complete a particular element of the study. This fee assumes the same survey agencies will be used as the 2017 compensation study. Should the City change agencies, the additional cost would be $1,000 per new agency surveyed.

The proposed cost does not include any on-site trips. Should on-site meetings or presentations be required, these would be billed on an hourly basis plus reimbursement for travel related expenses.

If additional work beyond the scope of this proposal is required, the work would be billed at the firm’s standard hourly billing rate of $135/hour.

Monthly invoices will be prepared based on a progress billing schedule as tasks are completed.
EXHIBIT C

Project Timeline
City of Arcadia

<table>
<thead>
<tr>
<th>Task 1 - Project initiation</th>
<th>Task 2 - Confirm survey agencies and job classes</th>
<th>Task 3 - Collect compensation data</th>
<th>Task 4 - Compile and format data</th>
<th>Task 5 - Audit and finalize compensation data</th>
<th>Task 6 - Conduct internal relationship analysis</th>
<th>Task 7 - Develop salary recommendations</th>
<th>Task 8 - Prepare/review preliminary reports*</th>
<th>Task 9 - Prepare and present final reports*</th>
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Blue denotes project milestones
RESOLUTION NO. 7296

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2019-20 GENERAL FUND BUDGET AUTHORIZING A BUDGET APPROPRIATION OF $15,000 TO COMMENCE WITH A REVIEW AND UPDATE TO THE 2017 CLASSIFICATION AND COMPENSATION STUDY

WHEREAS, In April 2017, City Council approved a contract with Ralph Andersen & Associates to provide a Classification and Compensation Study; and

WHEREAS, an update to the 2017 Classification and Compensation Study is necessary to determine current position of the City within the labor market and assist with upcoming labor negotiations; and

WHEREAS, in order to update the 2017 Classification and Compensation Study, it is necessary and appropriate to enter into a new Professional Services Agreement with Ralph Andersen & Associates; and

WHEREAS, the $15,000 in funds currently budgeted in the Human Resources Division Operating Budget for a Classification and Compensation Study are not sufficient to cover the projected $30,000 cost of the proposed update to the 2017 Classification and Compensation Study; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the General Fund for appropriation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The sum of Fifteen Thousand Dollars ($15,000) is hereby appropriated in the Administrative Services Department for the foregoing purpose, offset with an equal reduction in the General Fund Reserve.
SECTION 2.  The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 3rd day of March, 2020.

Mayor of the City of Arcadia

ATTEST:

____________________________________
City Clerk

APPROVED AS TO FORM:

_______________________________
Stephen P. Deitsch
City Attorney
DATE: March 3, 2020

TO: Honorable Mayor and City Council

FROM: Tom Tait, Public Works Services Director
By: John Corona, Utilities Superintendent

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH GOLDEN METERS SERVICE INC. FOR LARGE WATER METER TESTING, REPAIRS, AND CALIBRATION SERVICES IN AN AMOUNT NOT TO EXCEED $30,380

Recommendation: Approve

SUMMARY

The City of Arcadia Public Works Services Department (“PWSD”) is responsible for all water meters in the City’s water system and has developed a large water meter testing program for the purpose of achieving meter accuracy, reaching water conservation goals, and reducing water loss. To ensure the City is receiving the highest quality of service and most competitive pricing for these services, the PWSD solicited a formal Request for Proposals (“RFP”).

Based on the evaluated proposals, it is recommended that the City Council authorize and direct the City Manager to execute a Professional Services Agreement with Golden Meters Service Inc. for large water meter testing, repair, and calibration services in an amount not to exceed $30,380, with three optional one-year extensions.

BACKGROUND

The PWSD provides water service to more than 56,000 residents in the City of Arcadia through approximately 14,000 service connections and is responsible for maintenance of the water meters in the system. The PWSD identified 131 large water meters that need to be tested. The meters range from 3-inch to 8-inch and are comprised of Turbine, Compounds, Octaves, and Fire Service meters. Although the PWSD is responsible for the daily operation and maintenance of the City’s water supply system, certain maintenance or repair tasks like large water meter testing and calibration services require expertise and equipment that the City does not have.
Water meters should be tested and calibrated regularly in accordance with the guidelines recommended by the American Water Works Association. Testing water meters ensures that the City has accurate information to be able to quantify water loss, pinpoint leaks, locate pressure problems, identify water use, and accurately collect revenues. Unfortunately, water meters can lose their sensitivity over time and fail to accurately monitor water consumption. In order to ensure water is being accounted for accurately, it is imperative to have a large water meter testing program.

**DISCUSSION**

A Notice Requesting Proposals was published in the City’s local adjudicated newspaper and Request for Proposal packages were provided to three companies knowledgeable in water meter testing and calibration services. On February 11, 2020, the City Clerk received two proposals. The proposals received were evaluated based on their experience, qualifications, understanding of the needs of the City, proposed approach, and cost. The results of the evaluation with each company’s ranking and proposed cost are as follows:

<table>
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<tr>
<th>RANK</th>
<th>COMPANY</th>
<th>LOCATION</th>
<th>COST</th>
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<tr>
<td>1.</td>
<td>Golden Meters Service Inc.</td>
<td>Fullerton, CA</td>
<td>$ 30,380</td>
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<tr>
<td>2.</td>
<td>McCall’s Meters, Inc.</td>
<td>Hemet, CA</td>
<td>$ 35,775</td>
</tr>
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</table>

Although RFP packages were sent to three companies, one company did not submit on time and was deemed non-responsive. Large water meter testing, repair, and calibration services are a specialized service; as such, there are not many companies that provide this service. After careful review and consideration, it was determined that Golden Meters Service Inc. is the most qualified company to perform the services requested.

Golden Meters Service Inc. has demonstrated experience in providing the specific services requested to other agencies, such as the Main San Gabriel Basin Water Master, La Habra Heights County Water District, and the City of Westminster. Golden Meters Service Inc. has also successfully provided services to the City of Arcadia in the past. There are 131 large meters in the testing program that need to be tested annually. The RFP indicated that the City may request additional meters to be tested according to the City’s needs and requirements at the unit prices indicated in the proposal.

**ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.
FISCAL IMPACT

The agreement calls for services on a time and materials basis with a not-to-exceed amount of $30,380 for the year. Sufficient funds are budgeted in both Fiscal Year 2019-20 and Fiscal Year 2020-21 Water Fund Operating Budget for water meter testing and calibration services.

RECOMMENDATION

It is recommended the City Council determines that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act (“CEQA”); and authorize and direct the City Manager to execute a Professional Services Agreement with Golden Meters Service Inc. for large water meter testing and calibration services in an amount not to exceed $30,380.

Approved:

Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement
CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
LARGE WATER METER MAINTENANCE PROGRAM

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of ______________, 2020 by and between the City of Arcadia, a charter city organized under the Constitution and laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91006-6021 ("City") and Golden Meters Service Inc., a California Corporation, with its principal place of business at 107 S. Edward Avenue, Fullerton, CA 92833 ("Consultant"). City and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing testing, calibration, and maintenance/repair of large water meters services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such services for the large water meter maintenance program project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional large water meter testing consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
3.1.2 Term. The term of this Agreement shall be **for one year from the date of execution, with three one year extensions per City Council approval**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the prior written approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon prior written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at
the request of the City. The key personnel for performance of this Agreement are as follows: **Ana Aguilar, Contracts Manager**.

3.2.5 **City’s Representative.** The City hereby designates **Tom Tait, Public Works Services Director**, or his or her designee, to act as its representative for the performance of this Agreement (“City’s Representative”). City’s Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City’s Representative or his or her designee.

3.2.6 **Consultant’s Representative.** Consultant hereby designates **Ana Aguilar, Contracts Manager**, or his or her designee, to act as its representative for the performance of this Agreement (“Consultant’s Representative”). Consultant’s Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant’s Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 **Coordination of Services.** Consultant agrees to work closely with City staff in the performance of Services and shall be available to City’s staff, consultants and other staff at all reasonable times.

3.2.8 **Standard of Care; Performance of Employees.** Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant’s failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 **Laws and Regulations.** Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all
violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, and employees free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9.1 Immigration Reform and Control Act. Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the City, its directors, officials, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section; provided, however, that in lieu thereof, the Consultant may provide evidence to the City that all subcontractors are additional insureds under the Consultant’s policies of insurance.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees, subcontractors and volunteers. Consultant shall also name and obtain insurer’s consent to naming City, its directors, officials, officers, and employees as an additional insured with proof of certificate of insurance that they are an additional insured. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be when commercially available (occurrence based) at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage for premises and operations, contractual liability, personal injury,
bodily injury, independent contractors, broadform property damage, explosion, collapse, and underground, products and completed operations; (2) **Automobile Liability**: Insurance Services Office Business Auto coverage for any auto owned, leased, hired, and borrowed by Consultant or for which Consultant is responsible; and (3) **Workers’ Compensation and Employer’s Liability**: Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

The City, its directors, officials, officers, and employees shall be listed as additional insured. Any deductibles or self-insured retentions must be declared to and approved by City and conform to the requirements provided in Section 3.2.10.6 herein.

**3.2.10.3 Professional Liability.** INTENTIONALLY OMITTED.

**3.2.10.4 Insurance Endorsements.** The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

**A** General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, and employees shall be covered as additional insured with respect to liability arising out of Services operations and for completed operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees and volunteers shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

**B** Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, and employees shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or
borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, and employees, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant’s scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, and employees shall be excess of the Consultant’s insurance and shall not be called upon to contribute with it in any way.

(C) Workers’ Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, and employees for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested of cancellation, of intended non-renewal or endorsement reduction in limit or scope of coverage; provided, however, that in the event of cancellation due solely to non-payment of premium, ten (10) days notice of cancellation for non-payment of premium may instead be given to the City.; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, and employees.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, and employees.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, and employees; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating no less than A:VII, admitted or approved to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with complete and accurate copies of current certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. Copies of all certificates and endorsements
must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.10.10 Material Breach. Lack of insurance does not negate Consultant’s obligations under this Agreement. Maintenance of proper insurance coverage is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of the Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including reimbursements which receive the City’s prior written authorization, for all Services rendered under this Agreement at the rates set forth in Exhibit "C” attached hereto and incorporated herein by reference. The total compensation shall not exceed THIRTY-THOUSAND, THREE HUNDRED EIGHTY DOLLARS, AND NO CENTS ($30,380.00) without written approval of the City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless prior written authorization is obtained from the City.
3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from City's Representative.

3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause. A termination without cause by City shall not act as or be deemed a waiver of any potential known or unknown City claims associated with Consultant's performance prior to the date of termination.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.
3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:

Golden Meters Service Inc.
Attn: Ana Aguilar, Contracts Manager
107 S. Edward Avenue
Fullerton, CA 92833

City:

City of Arcadia
240 West Huntington drive
Arcadia, CA 91007
Attn: John Corona, Utilities Superintendent

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property.
This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City’s sole risk.

3.5.3.2 Confidentiality. Except as otherwise required by California law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials
shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City’s name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Indemnification.

3.5.5.1 To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, and employees free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages and attorney’s fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant’s Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant shall defend with Legal Counsel of City’s choosing, at Consultant’s own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against City, its directors, officials, officers, and employees. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors, officials, officers, and employees, in any such suit, action or other legal proceeding arising from Consultant’s performance of the Services, the Project or this Agreement; except to the extent that liability is caused by the active negligence or willful misconduct by the City or its directors, officials, officers, and employees. Consultant shall reimburse City and its directors, officials, officers, and employees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant’s obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials, officers, and employees, and shall take effect immediately upon execution of this Agreement.

3.5.5.2 The duty to defend and to hold harmless, as set forth above, shall include the duty to defend as established by Section 2778 of the California
Civil Code, and the duty to defend shall arise upon the making of any claim or demand against the City, its respective officials, officers, agents, employees and representatives, notwithstanding that no adjudication of the underlying facts has occurred, and whether or not Consultant has been named in the claim or lawsuit.

3.5.6 **Entire Agreement.** This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

3.5.7 **Attorney's Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.8 **Governing Law.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

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

3.5.10 **City's Right to Employ Other Consultants.** City reserves right to employ other consultants in connection with this Project.

3.5.11 **Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the Parties.

3.5.12 **Assignment or Transfer.** Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 **Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, and employees except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, sexual orientation or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City’s Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.5.20 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker’s Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.5.21 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the
Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.22 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.23 Exhibits and Recitals. All Exhibits and Recitals contained herein are hereby incorporated into this Agreement by this reference.

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

In witness whereof the Parties have executed this Professional Services Agreement on the date set forth below.

CITY OF ARCADIA

By __________________________
Dominic Lazzaretto
City Manager

Date: ______________________

ATTEST:

___________________________
City Clerk

APPROVED AS TO FORM:

___________________________
Stephen P. Deitsch
City Attorney

GOLDEN METERS SERVICE INC.

By __________________________
Signature

Print Name and Title

Date: ______________________

By __________________________
Signature

Print Name and Title

Date: ______________________

CONCUR:

___________________________
Tom Tait
Public Works Services Department
EXHIBIT "A"
SCOPE OF SERVICES

Scope of Services for the Large Meter Maintenance Program shall include, but not limited, to the following:

The service provider will furnish all labor, material, transportation, tools, and equipment necessary to test, repair, and retest after repair of large meters. The service provider is required to provide skilled and trained personnel and equipment necessary to complete large meter testing.

The large water meter testing program involves annual testing of all meters that are 3" in size and above. There are 128 large meters in the large water meter program. The total number of meters tested each year can be higher or lower depending on the usage patterns, repairs needed, or new installations of large meters.

SCOPE OF PLANNED SERVICES

A. The consultant shall be responsible for all necessary activities associated with meter testing, repair, and calibration. The firm shall provide two (2) copies of each meter test report to the Utilities Superintendent or his designee. The report is to be in a legible format containing all of the following information.

- Setting information (i.e. apartment, restaurant, schools, park, etc.)
- Site address
- Site number
- Meter information (serial number, size, manufacturer, type, etc.)
- Reading on meter before and after testing
- Hydrostatic pressure and residual pressure
- Testing equipment information (type, manufacturer, date last calibrated)
- Testing hose length
- Test results
- Vault conditions
- Any additional remarks pertaining to the condition of meters or comments on repairs performed and any other recommendations regarding specific meter tested/repaired

B. The consultant shall submit to the City of Arcadia on a monthly basis, an updated listing of the meters tested, the dates that they were tested, and the meters remaining to be tested.

C. Consultant must maintain copies of all conducted tests for a period of three years.

D. Testing and calibration shall include testing of the meter for accuracy, any work to modify the performance of the meter by adjusting the calibration vane or change gears externally, and retest.
E. Consultant must provide all necessary new manufactured parts for meters and equipment needed for testing.

F. The Consultant shall test all meters in accordance with the latest AWWA standards. Included for every meter, the following minimum shall be performed:

- 3 test points for each measuring element
- 3 test points for Turbine and Octave meters
- 6 test points for Compound meters
- 3 test points for Fire Service Assembly

G. The Consultant shall notify the Utilities Superintendent or his designee of scheduled appointments two weeks in advance so that end user customers can be notified at least one week in advance of testing. Specific information pertaining to each site should be addressed. This shall include whether there will be an interruption of service and the time frame for interruption. The firm shall notify the Utilities Superintendent or his designee of the entire work schedule. This should include work during, before, or after regular working hours.

H. The Consultant shall utilize all safety precautions and be well versed in all safety related aspects of testing, including confined space entry, water contamination, precautions, and traffic control.

I. Consultant will be responsible for any damages to the meter. If damages occur on the consumer(s) line or on site-facilities, firm will report it to the Utilities Superintendent or his designee immediately.

J. In compliance with the City’s NPDES Permit, the Consultant shall be responsible for de-chlorinating the water prior to discharging water into the street by using de-chlorination tablets.

K. Testing Equipment: The Consultant shall perform “comparison testing” by placing a factory calibrated meter in series with the subject meter, and for every test point, allow the same water to flow through both meters. Proof of certification of the factory calibrated meter shall be provided to the City prior to commencement of testing the subject meters. The certification needs to be submitted to the City of Arcadia on an annual basis throughout the duration of the program.

L. Consultant shall have hardware and software program when testing digital AMR and/or AMI registers and Octaves from Master Meter so testing at low flow ranges can be achieved. All settings must be returned back as originally found unless approved by the utilities superintendent.

M. Replacement parts should not be included in the Per Meter Price, but shall be billed as a separate line item at the material cost (documented or as indicated on price list).
N. After repairs are made, Consultant will warranty the meter for one (1) year from date of repair. This warranty will include the quality of the meter and all parts.

O. Any meter that has been repaired shall be re-tested and both test results will be provided to the Utilities Superintendent or his designee.
Exhibit "B"
SCHEDULE OF SERVICES

All work shall be completed in accordance with the following schedule:

- Work to be done for one year from the date of execution.
Exhibit "C"

COMPENSATION

Compensation shall be based on time and materials spent in accordance with the following tasks, not to exceed the total compensation listed below.

The schedule of prices is attached as attachment “A” to this Exhibit “C”.

Maximum Large Water Meter Maintenance Program - $30,380.00

Maximum Total Annual Compensation $30,380.00

The total compensation shall not exceed the total listed without written authorization in accordance with Section 3.3.4 of this agreement.
DATE: March 3, 2020

TO: Honorable Mayor and City Council

FROM: Robert T. Guthrie, Chief of Police
       By: John Bonomo, Administrative Sergeant

SUBJECT: WAIVE EXPENSES RELATED TO TRAFFIC CONTROL SERVICES FOR THE TWENTY-SIXTH ANNUAL SANTA ANITA DERBY DAY 5K RUN & WALK TO BE HELD ON SATURDAY, APRIL 4, 2020

Recommendation: Approve

SUMMARY

The Los Angeles Turf Club (“Santa Anita”) is sponsoring their twenty-sixth Annual 5K Run & Walk wherein traffic control services are required to facilitate the event. Typically, when City services or personnel are required for coordination of special events, the cost of these services are borne by the event organizer. In this instance, as in years past, Santa Anita is requesting that the City waive the cost of traffic control services, which total approximately $3,500. It is recommended that this request be approved.

DISCUSSION

The 5K race is one of several special events that will be held in conjunction with the Santa Anita Derby and will be coordinated by Kinane Events, Inc. This year, the Derby Day 5K Run & Walk is co-sponsored by the Methodist Hospital of Southern California, Westfield Shopping Town Santa Anita, Run With Us Pasadena, Brooks, Gold’s Gym, The Arboretum, Kind, 93.1 Jack FM, and Kinane Events. Participation of contestants has increased each year and it is anticipated that about 6,000 runners/walkers will join in this year’s event.

Any profits from the race will be donated to local beneficiaries including the Arcadia High School Athletic Boosters Club and the Gilb Museum of Arcadia Heritage. If the race operates at a loss, Santa Anita will give all organizations a check for a fixed amount. The Arcadia Police Explorer Post will also receive a donation from this event.

The race will begin inside the racetrack between Gate 3 and Gate 1, and the athletes will proceed through the track parking lot, exit at Gate 8, and cross Baldwin Avenue. The
participants will continue north on Baldwin Avenue in the southbound No. 2 lane, which will be barricaded, and enter the Arboretum parking lot just south of Gate 7. They will proceed through the course in the Arboretum, exit by the fountain, cross back over Baldwin Avenue, and enter the racetrack through Gate 7. Finally, the racers will proceed through the turf tunnel and infield, and wind up on the training track toward the finish line. This is the same route that has been used successfully for many years.

The Police Department will provide intermittent traffic control to facilitate the running of the race and to ensure the safety of the participants. The savings to Santa Anita is estimated at approximately $3,500 for traffic control.

It is anticipated that traffic flow on Baldwin Avenue, between Colorado and Huntington, will be diverted between 7:30 a.m. and 9:30 a.m. Police personnel will utilize previous traffic flow management patterns, which have proven to have the least effects on businesses and local residents.

As part of hosting an event of this type, Santa Anita is also required to provide a certificate of insurance designating the City of Arcadia as an additional insured. They have provided the required insurance certificate, which has been approved by the City Attorney.

**ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

**FISCAL IMPACT**

The event will cost about $3,500 in overtime for Police personnel and will be absorbed in the Fiscal Year 2019-20 Operating Budget under Traffic Overtime.

**RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act (“CEQA”), and waive expenses related to traffic control services for the twenty-sixth Annual Santa Anita Derby Day 5K Run & Walk to be held on Saturday, April 4, 2020.

Approved:

Dominic Lazzaretto
City Manager
DATE: March 3, 2020

TO: Honorable Mayor and City Council

FROM: Robert Guthrie, Chief of Police
By: Dr. Jennifer Brutus, Sr. Management Analyst

SUBJECT: INTERAGENCY COMMUNICATIONS INTEROPERABILITY SYSTEM (“ICIS”) ANNUAL SUBSCRIBER FEES FOR A FIVE-YEAR PERIOD IN AN AMOUNT NOT TO EXCEED $301,625
Recommendation: Approve

SUMMARY
The Arcadia Police Department established an Agreement with the Interagency Communication Interoperability System (“ICIS”) Joint Powers Authority for wireless communication use and maintenance on March 1, 2019, for a five-year period. Every year, the City and other partner agencies will benefit from ICIS’s infrastructure, which provides for a wide area interoperable radio system. It is recommended that the City Council approve the annual ICIS subscriber fees for the period of October 1, 2019, through June 30, 2020, in the amount of $41,625. Funds for the Fiscal Year 2019-20 have been allocated in the Operating Budget under contract services. The cost estimate for the next four years is $65,000 per year (Fiscal Year 2021-22 through Fiscal Year 2024-25). The total cost for the five-year period will not exceed $301,625.

BACKGROUND
The Interoperability Communications Interoperability System (“ICIS”) is a regional Land Mobile Radio (“LMR”) system that provides coverage through the Los Angeles County region to member, subscriber, and affiliated agencies. ICIS is a California Joint Powers Authority, which was formed in 2003 and operational in 2004. The concept of ICIS came about by a group of the member agency leaders who shared a common need to replace their aging infrastructure.

The founding members of ICIS consist of the Cities of Beverly Hills, Burbank, Culver City, Glendale, Montebello, Pasadena, and Pomona. The latest membership addition is a San Gabriel Valley JPA group consisting of the Cities of Azusa, Covina, Glendora, Irwindale, La Verne, and West Covina. In addition to the 13 Member cities of the JPA, another ten Los Angeles County cities employ the system as Subscribers for their police...
and/or fire agencies including the Cities of Arcadia, Alhambra, Claremont, Monrovia, Monterey Park, San Fernando, San Gabriel, San Marino, Sierra Madre, and South Pasadena.

There are currently 31 Fire/EMS and Police agencies operating on the ICIS system as their primary means of mission critical and general communications. These agencies represent 21 individual cities and several thousand first responders within Los Angeles County. The ICIS system supports Police, Fire, Emergency Medical, General Government, and Public Utility resources in its member and subscriber communities. ICIS is a full service system sustaining both first and second responder resources on a single interoperable communications platform. There are some 20,000 radios affiliated to the system including regional mutual aid resources. It is a shared system with components purchased and constructed by individual cities, and linked together through a microwave network in order to provide regional coverage. Overall, the system has a regional footprint that allows agencies a wide area coverage with interoperability at the cost of a small municipal system.

The ICIS system provides radio service to virtually the entirety of Los Angeles County's 4,500 square mile area with excellent coverage in the urban and suburban areas of the entire operational area. Employing high-level, high-power repeater sites, the regional coverage footprint of the ICIS system is robust throughout the entire county and even beyond, reaching several miles into the adjoining Counties of San Bernardino, Orange, and Ventura.

**DISCUSSION**

The Department’s radios (mobile and handhelds) run off the City’s repeater site located at Santa Anita Ridge located above Arcadia on the South/Eastern slopes of Mt. Wilson. The City owns the repeater site, which houses two repeaters with interchangeable connections that can also support one another during times of need. There is no cost to run the repeater site other than maintenance, which is performed on an as-needed basis. While the annual cost tends to be nominal, the need to upgrade and update the repeater site from time-to-time can be significant. More importantly, the City's standalone system only is useful within City limits and a small range beyond. Given the regional nature of policing investigations, training, and court appearances officers are often taken well outside of City limits but still require a means of communicating with the dispatch center as well as other officers.

The advanced digital option is a fiber optic network offered by ICIS extends the range of radio connection allowing for clear calls as far west as Santa Monica to far east to areas such as Rancho Cucamonga. This past January, Arcadia officers were able to serve a warrant in Lancaster and have clear radio connection through ICIS. Calls between officers located in different cities sounded as if they were standing inches away from each other. This would not have been possible on the City’s old connection. For these
reasons, it is recommended that the City pay the cost of the ICIS subscriber fees to guarantee clear and effective communication.

As a subscriber agency, Arcadia is obligated to pay annual subscriber fees. The fees are established by the ICIS Governance Board and at the time of signing the Agreement in March of 2019, subscriber fees were based on a rate of $300 per radio per annum ($25 per radio per calendar month). For Fiscal Year 2019-20 (Year 1), ICIS is only charging the City for 10 months for the period of October 1, 2019, through June 30, 2020, at a cost of $41,625. This total is based on the Department’s current connection of 185 radios. However, the Department is allotted 200 connections and the amount of connections can increase as the Department’s needs change (based on staffing or the number of radio connections per vehicle). It is important to note that some vehicles can require more than one radio connection. In addition, it is possible for subscriber fees to increase in future years. It is expected that for Year 2 through Year 4 (Fiscal Year 2021-22 through Fiscal Year 2024-25), the cost per year will not exceed $65,000. This amount covers the cost of 200 radio connections and a $5,000 contingency for new radio connections and/or possible cost increases. The City would only be obligated to pay for the actual number of connections each year at the applicable annual rate, which will be communicated by ICIS on an annual basis.

**ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

**FISCAL IMPACT**

The City’s financial obligation to participate in ICIS as a subscriber agency for Fiscal Year 2019-20 is $41,625. This amount has been budgeted in the City’s Fiscal Year 2019-20 Operating Budget. The Department will budget the annual cost of $65,000 for Fiscal Year 2020-21 through Fiscal Year 2024-25 in their respective operating budgets. The total cost for the five-year period is expected to be approximately $301,625.

**RECOMMENDATION**

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act (“CEQA”), and approve the Interagency Communications Interoperability System (“ICIS”) annual subscriber fees for a five-year period in an amount not to exceed $301,625.
Approved:

[Signature]
Dominic Lazzaretto
City Manager

Attachment: Copy of ICIS Subscriber Agreement
WIRELESS COMMUNICATIONS USE AND MAINTENANCE AGREEMENT
TWEEN ICI SYSTEM AND THE CITY OF ARCADIA FOR PURPOSES OF OPERATING
UPON THE ICI SYSTEM

THIS AGREEMENT, made and entered into this ___ day of ___ ,
201__, by and between the Interagency Communications Interoperability System (ICI
System), JPA, and the City of Arcadia, California ("Subscriber").

RECITALS

Whereas the Member Agencies of the Interagency Communications Interoperability
System Governance Board ("ICI System") have built and maintain an infrastructure
which provides for a wide area interoperable radio system; and

Whereas the Member Agency Systems have the technical ability and capacity to host
additional radio units which may communicate upon the regional system as determined
by the ICI System Technical Committee; and

Whereas the Governance Board has approved by Motion to host Subscriber's radio
units upon the system; and

Whereas Subscriber is a government entity that maintains Land Mobile Radio (LMR)
communications systems and devices compatible with the ICI System and desires to
access and employ the system for purposes of public safety operational
communications consistent with the purpose and mission of the ICI System;

NOW THEREFORE, the parties agree as follows:

1.0 TERM

The term of this Agreement shall begin on the date set forth above, and shall
continue for five (5) years (the "Initial Term"). Either party, by notifying the other
party in writing, may upon sixty (60) calendar days notice, terminate any portion
or all of the services agreed to be performed under this Agreement. ICI System
reserves the right to immediately discontinue Subscriber access to the system in
the event of any misuse or inappropriate employment of system resources or in
the event of non-payment of applicable fees.

2.0 DESCRIPTION OF SERVICES

2.1 Assignment of Talk Groups: ICI System shall provide Subscriber use of
specific Talk Groups within the ICI System trunked communications system.
These Talk Groups will be identified and allocated for a number of radios set
forth by the ICI System Technical Committee. Talk Groups shall only be
programmed in and employed by those radios for which fees have been
assessed.
2.2 Restrictions on Use of Talk Groups: Subscriber shall access only those Talk Groups previously approved and assigned to Subscriber. Any use of Talk Groups by Subscriber shall be in accordance with the rules and regulations of the Federal Communications Commission and state and federal law. Talk Groups shall only be used in the course of Subscriber's official business. Subscriber shall not utilize ICI System or ICI System Member Talk Groups for any other purpose. Subscriber shall not provide system access, including access to their assigned Talk Group(s), to any third party without the express approval of ICI System and any affected ICI System Member Agency in conformance with Subscriber procedures.

2.3 Restrictions on System Sites: ICI System Member Agency(s) may restrict Subscriber from Roaming into and upon a Member Agency's specific sites if the Member Agency determines it has insufficient capacity to accommodate system loading resulting from Subscriber's operations. In such cases the affected Member Agency will cause timely notification to both ICI System and the Subscriber Agency. Restriction from specific Member Agency sites shall not affect Subscriber's responsibility for Roaming and Access fees for system use.

2.4 Fees: Subscriber shall pay Subscription and Roaming Fees assessed per radio directly to ICI System in advance on an annual basis. Annual Fees are due within 90 days of the start of each Fiscal Year or within 90 days of the effective date of the Subscriber Agreement. Partial year agreements shall be prorated. Failure to deposit applicable fees will result in suspension of system access by Subscriber's resources. ICI System will invoice Subscriber Agency directly for applicable fees. Fees are established by the Governance Board. Fees for Direct Subscribers are $300 per radio per annum ($25 per radio per calendar month) at the date of this Agreement.

3.0 PROJECT MANAGEMENT.
The ICI System Executive Director or his or her designee shall serve as ICI System project manager. The Chief of Police of the City of Arcadia, or his/her designee, shall serve as Subscriber's project manager. The project managers shall be available to meet at a mutually agreed upon time and place to coordinate and review the use of the Talk Groups.

4.0 INDEMNIFICATION.
Subscriber agrees to indemnify, hold harmless, defend, and release Member Agency(s) and the ICI System JPA, their elected officials, officers, employees, and representatives from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of services, equipment or materials provided under this Agreement, including but not limited to the failure of any portion of the ICI System.

5.0 LIMITATION OF LIABILITY.
To the maximum extent permitted by applicable law, in no event will Member Agencies, ICI System, or its affiliates, be liable for indirect, incidental, special, exemplary, or consequential damages whatsoever (including without limitation, damage for loss of profits, business interruption, loss of business information, or any other loss) arising out of, or resulting from the services whether arising in tort (including negligence), contract or any other legal theory, even if ICI System has been advised of the possibility of such damages. In any case, ICI System's maximum cumulative liability and Subscriber's exclusive remedy for any claims whether in contract or tort or otherwise, arising out of or related to services or these terms and conditions will be limited to the amount actually paid by Subscriber to ICI System for the services during the six months immediately preceding any such liability.

6.0 DISCLAIMER.
The services provided pursuant to this Agreement are offered with no warranty. Use of the products or services provided pursuant to this Agreement are at the Subscriber's sole risk. ICI SYSTEM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE.

7.0 GENERAL PROVISIONS.
7.1 Successors: Each and every one of the terms, covenants, and conditions of this Agreement shall inure to the benefit of and shall bind, as the case may be, not only the parties hereto but each and everyone of the heirs, executors, administrators, successors, assigns, and legal representatives of the parties hereto.

7.2 Assignment: Neither party shall assign, transfer or sell any of its rights or responsibilities under this Agreement. Any such purported assignment shall be void.

7.3 Compliance with Laws: Each party agrees to comply with all existing and future ordinances, rules, laws and regulations of any governmental agency that are applicable to the ICI System or the operations of the parties on the ICI System.

7.4 Force Majeure: If performance is prevented because of the occurrence of force majeure, act of God, epidemic, fire, casualty, lockout, riot, war, blackout, air raid, air raid alarm, act of public enemy, or other causes of similar nature, such occurrences shall be considered a valid excuse of nonperformance or delay in the performance by such party hereunder, and in the event of such occurrence, such suspension continuing until said event or occurrence terminates and the Agreement shall be extended for a period equal to the duration of the suspension; provided, however, that if such suspension continues for a period of one (1) year, this Agreement shall terminate. Should this Agreement be suspended or terminate pursuant to this paragraph Subscriber, shall thereupon
pay to ICI System any debt then owing to ICI System pursuant to this Agreement on the date of such suspension or termination.

7.5 **Waiver; Remedies Cumulative:** By entering this Agreement, no party waives any of the immunities provided by the Government Code or other applicable provisions of law. This Agreement is not intended to confer any legal rights or benefits on any person or entity other than the parties of this Agreement.

7.6 **Mitigation of Damages:** In all situations arising out of this Agreement, the parties, shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

7.7 **Governing Law:** This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of the Los Angeles County.

7.8 **Attorney Fees:** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall if it is in the interest of justice to do so, award the full amount of costs, expenses, attorney's fees paid or incurred in good faith.

7.9 **Captions:** The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

7.10 **Authorization:** Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, divisions, subsidiaries, agents, employees, insurance carriers and any others who may claim through it to this Agreement.

7.11 **Entire Agreement Between Parties:** This Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services. Modifications to the terms, scope of work and additions or deletions to this Agreement will be effective only upon written approval signed by authorized representatives of both parties.

7.12 **Partial Invalidity:** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
7.13 **Notices:** For the purpose of notifying or contacting the other party relative to any matter concerning this Agreement, a party shall mail such notice to the party to be notified, by United States Mail, first class postage prepaid, addressed as follows:

Interagency Communications Interoperability System, JPA
613 East Broadway, Room 200
Glendale, CA 91206
ICIS.JPA@gmail.com
Executive Director – Raymond Edey
Redev@ci.glendale.ca.us
818-548-3151

Subscriber: City of Arcadia Police Department
Address: 250 W. Huntington Drive
Arcadia, CA 91007
Tel: (626)574-5185
Fax: (626)574-5177
Email: pfoley@ArcadiaCA.gov
ATTN: Captain Paul Foley

Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of mailing. Either party may change the specified person or address at which it is to receive notices by giving ten (10) days notice of such change to the other party in writing.

SIGNATURES ON NEXT PAGE
In recognition of the obligations stated in this Agreement, the parties have executed this agreement on the date indicated above.

ICI SYSTEM:

By [Signature]
Name: Sheryl Davis-Mann
Title: Chairperson

Approved as to Form:
By [Signature]
Name: Lucy Varghese
Title: Principal AESt. CT.

SUBSCRIBER:

By [Signature]
Name: Dominic Bernstein
Title: City Manager

By [Signature]
Name: Robert Guthrie
Title: Chief of Police

Approved as to Form:
By [Signature]
Name: Stephen P. Deitsch
Title: City Attorney