



CITY OF ARCADIA

CITY COUNCIL REGULAR MEETING AGENDA

AMENDED

Tuesday, May 5, 2026, 4:00 P.M.

**Location: Arcadia Police Department Community Room/Emergency
Operations Center ("EOC"), 250 W. Huntington Drive**

Pursuant to Government Code Section 54953.8.3(c)(2) and (3), Mayor Pro Tem Cheng will be attending the City Council Meeting via teleconferencing at 4:00 p.m.

A conference line has been established for public comment. Your call will be recognized in the order it was received. Please keep your phone on MUTE until you are recognized for public comment.

Conference Line: (669) 444-9171, (669) 900-6833 (San Jose)

Meeting ID: 85824274592#

Access Code: 504237#

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。

How to Submit Public Comment:

Members of the Public who wish to submit public comment may do so using one of the following methods. Public comment is limited to the time and words allotted.

1. **In-Person:** Complete a Speaker Card, indicating the agenda item number and place it in the Public Comment Drop Box, or simply come to the podium when the Mayor asks for those who wish to speak. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each**; between **6 and 20 speakers – 3 minutes each**; between **21 and 50 speakers – 2 minutes each**; and more than **50**

speakers – **1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda.

2. **Website:** Please submit your comments using our online public comment form at ArcadiaCA.gov/comment. Your comments must be received at least 30 minutes prior to the posted meeting time.
3. **Email:** Please submit your comments via email to CityClerk@ArcadiaCA.gov. Your comments must be received at least 30 minutes prior to the posted meeting time.

Electronic submission of Public Comment is also available via the City's website or by email as noted above. Public Comment submitted electronically will not be read into the record at the posted meeting time but are forwarded to the City Council prior to the meeting for consideration.

如何提交公众评论意见:

公众成员可以使用以下任何一种方法提交公众评论意见。请在时间和字数的限制范围内提交公众评论意见

1. **现场发言:** 填写发言卡, 注明议程项目编号并投入公众意见投递箱; 或在市长邀请发言者上前时, 直接上前至讲台。发言时间通常根据发言人数确定, 具体如下: **5** 人及以下, **每人 5 分钟**; **6** 至 **20** 人, **每人 3 分钟**; **21** 至 **50** 人, **每人 2 分钟**; 超过 **50** 人, **每人 1 分钟**。所有非公开听证事项的意见通常在议程中的公众意见环节听取。
2. **网站:** 请使用以下网站中刊载的在线公众评论意见表提交您的评论意见: ArcadiaCA.gov/comment。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
3. **电子邮件:** 请将您的评论意见通过电子邮件发送至: CityClerk@ArcadiaCA.gov。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

亦可按照以下方法在本市网站上或通过电子邮件以电子方式提交公众评论意见。以电子方式提交的公众评论意见不会在公布的会议期间读入记录, 但会在会议开始前转交给市议会, 供市议会考虑。

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

Eileen Wang, Mayor
Paul P. Cheng, Mayor Pro Tem
Dr. Michael Cao, Council Member
David Fu, Council Member
Sharon Kwan, Council Member

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 place it in the Public Comment Drop Box prior to the time the Mayor calls for Public Comments. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5** speakers or less – **5 minutes each**; between **6** and **20** speakers – **3 minutes each**; between **21** and **50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. Comments on all non-public hearing items will generally

be taken at the Public Comment portion of the agenda. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

STUDY SESSION

- a. Report, discussion, and direction regarding the proposed Operating Budget for Fiscal Years 2026-28 and proposed Capital Improvement and Equipment Plan for Fiscal Years 2026-31.

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

1. CALL TO ORDER

2. INVOCATION

Reverend Jolene Cadenbach, Arcadia Congregational Church

3. PLEDGE OF ALLEGIANCE

Reverend Jolene Cadenbach, Arcadia Congregational Church

4. ROLL CALL OF CITY COUNCIL MEMBERS

Eileen Wang, Mayor
Paul P. Cheng, Mayor Pro Tem
Dr. Michael Cao, Council Member
David Fu, Council Member
Sharon Kwan, Council Member

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

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. PRESENTATIONS

- a. Presentation of an adoptable dog by Kevin McManus of the Pasadena Humane Society.
- b. Presentation of Mayor's Certificates of Commendation to the Rio Hondo Prep Football and Soccer Teams for winning CIF Championship Titles.

8. 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 place it in the Public Comment Drop Box prior to the time the Mayor calls for Public Comments. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5** speakers or less – **5 minutes each**; between **6** and **20** speakers – **3 minutes each**; between **21** and **50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

9. CONSENT CALENDAR

- a. Regular Meeting Minutes of April 21, 2026.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7685 supporting Senate Bill 1352 Property Taxation: Newly Constructed: Reconstructed Property (2025-26).
CEQA: Not a Project
Recommended Action: Adopt
- c. Professional Services Agreement with Housing Empowerment Recovery & Outreach Community Services for Case Management and Housing Navigation Services in an amount not to exceed \$289,185.
CEQA: Not a Project
Recommended Action: Approve
- d. Amendment No. 2 to the Master SaaS and Services Agreement with Sharp Performance for mobile app services for the period of May 1, 2026, to April 30, 2027, in an amount not to exceed \$43,010.
CEQA: Not a Project
Recommended Action: Approve
- e. Purchase Order with the County of Los Angeles for the installation of nine (9) new traffic signal cabinets for the Las Tunas Drive – Live Oak Avenue Traffic Signals Synchronization Program (“TSSP”), in the amount of \$81,000.
CEQA: Exempt
Recommended Action: Approve
- f. Purchase Order with Wittman Enterprises, LLC for ambulance billing and collection services in the amount of \$120,000.
CEQA: Not a Project
Recommended Action: Approve

- g. Accept all work performed by American Pipeline Services for the Valve Replacement Project as complete.
CEQA: Exempt
Recommended Action: Approve
- h. Accept all work performed by All Cities Engineering Inc. for the Goldring Well Pipeline and Storm Drain Project as complete.
CEQA: Mitigated Negative Declaration / Notice of Determination Filed
Recommended Action: Approve

10. CITY MANAGER

- a. Resolution No. 7682 amending the Fiscal Year 2025-26 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the First Avenue Arterial Pavement Rehabilitation Project in the amount of \$500,000, offset by a reduction in the Proposition C Fund; and approve a contract with Onyx Paving Company, Inc. for the First Avenue Arterial Pavement Rehabilitation Project in the amount of \$1,428,000, with a 10% contingency.
CEQA: Exempt
Recommended Action: Adopt and Approve

11. AB 1234 REPORTS FROM MAYOR AND CITY COUNCIL *(limited to legally required reports)*.

12. REQUEST FOR FUTURE ITEMS

13. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, May 19, 2026, at 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 and on the City's website at www.ArcadiaCA.gov. Copies of individual Agenda Reports are available via email upon request (CityClerk@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.

PUBLIC 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 place a *Speaker Card* in the Public Comment Drop Box, 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.

PUBLIC COMMENTS: Should be presented during the time designated as "PUBLIC COMMENTS", for all matters on the agenda or not on the agenda. **By State law, the City Council may not discuss or vote on items not on the agenda. The matter may be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting except for public hearing items.**

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), the allotted speaking time is generally determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each**; between **6 and 20 speakers – 3 minutes each**; between **21 and 50 speakers – 2 minutes each**; and more than **50 speakers – 1 minute each**. 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 or a majority of the Councilmembers, 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，欢迎您就市政事务分享观点。

会议： 市议会例行会议于每月第一个和第三个星期二晚 7:00 在市议会议事厅举行。完整的市议会议程资料包（含所有背景信息）可在市政厅和市网站 www.ArcadiaCA.gov 获取。如有需要，可通过电子邮件 (CityClerk@ArcadiaCA.gov) 索取单项议程报告副本。本议程公布后分发给多数市议会成员的文件，可在市书记官办公室查阅，地址为 240 W. Huntington Drive, Arcadia, California。市议会会议将通过有线电视直播和重播。您出席本次公开会议，您的影像和/或声音可能如前所述被录制和播放。

公众参与： 欢迎您参加所有市议会会议。每次例行会议均为希望在市议会发言的与会者预留时间。市府要求在市议会发言的人士避免发表人身攻击、诽谤、亵渎或扰乱秩序的言论。请尽可能将**发言卡**投入公众意见投递箱，或在市长邀请发言者上前时直接上前至讲台，并报上姓名和地址（可选）以供记录。

公众意见： 所有关于议程内或议程外事项的意见，均应在指定的“公众意见”环节提出。**根据州法律，对于未列入议程的项目，市议会不得予以讨论或投票表决。相关事宜可转交工作人员采取适当行动或做出回应，或列入未来会议议程，公开听证事项除外。**

公开听证和上诉： 这些是已列入议程、需要或希望听取公众意见的项目。除申请人外（市议会可酌情允许其发言更长时间），发言时间通常根据人数确定，具体如下：**5 人及以下，每人 5 分钟；6 至 20 人，每人 3 分钟；21 至 50 人，每人 2 分钟；超过 50 人，每人 1 分钟。** 申请人可另外提交反驳意见。

议程项目： 议程包含市议会的常规议事顺序。议程上的项目通常已由市府工作人员在会前进行审查和调查，以便市议会在决策前充分了解相关事项。

同意议程： 同意议程上的项目被市议会视为常规事项，将通过一次动议进行表决。除非市议会成员、工作人员或公众提出要求，否则不会对这些项目单独讨论。若有此要求，该项目将从同意议程中移除，并另行审议和表决。

会场秩序： 公众可自由批评市政政策以及市议会或其成员的行动或拟议行动，但不得有扰乱会议正常进行的行为，包括但不限于：妨碍其他与会者在发言时被听见，或妨碍其他与会者听见或看见会议进程。公众不得以人身伤害威胁任何人，或以任何可合理解读为迫在眉睫的人身伤害威胁的方式行事。所有与会者均须遵守市府禁止基于种族、宗教信仰、肤色、国籍、血统、身体残疾、健康状况、婚姻状况、性别、性取向或年龄进行骚扰的政策。警察局长或其指定的警局成员担任市议会会议的秩序官。秩序官须执行会议主持官员或多数议员下达的命令和指示，以维持会场秩序和礼仪。任何违反会场秩序和礼仪的人员可能被逮捕，并根据《刑法》第 403 节或适用的《Arcadia 市政法典》条款被起诉。

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, APRIL 21, 2026**

CALL TO ORDER – Mayor Wang called the Study Session to order at 6:01 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cao, Fu, Kwan, Cheng, and Wang

ABSENT: None

PUBLIC COMMENTS - No one appeared.

STUDY SESSION

- a. Report, discussion, and direction regarding future park projects.

Recreation and Community Services Director Somogyi presented the PowerPoint.

After discussion, it was the consensus of the City Council to include Longden Park and Fairview Park in the proposed list of park projects for further study, and to bring the item back at a future meeting for further discussion.

The Study Session ended at 6:57 p.m.

**Regular Meeting
City Council Chambers, 7:00 p.m.**

1. CALL TO ORDER – Mayor Wang called the Regular Meeting to order at 7:03 p.m.

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

3. PLEDGE OF ALLEGIANCE – Scouts BSA Troop 333 Rotary Club of Arcadia

4. ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cao, Fu, Kwan, Cheng, and Wang

ABSENT: None

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

City Attorney Maurer reported that prior to the Regular Meeting, the City Council met in a Study Session to discuss the item listed on the posted agenda regarding potential park

projects; he stated that no reportable action was taken by the City Council and that the item will be brought back at a future meeting for further discussion.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto had no supplemental information.

7. PRESENTATIONS

- a. Presentation of Proclamation to San Gabriel Valley Mosquito and Vector Control Director of Communications Anais Medina Diaz in recognition of California Mosquito Awareness Week.
- b. Presentation of Mayor's Certificate of Commendation to Sarah Li for receiving the Eagle Scout Award.
- c. Presentation of Mayor's Certificates of Commendation to AYSO Region 2 Fire & Ice Boys 10U team for winning the Western States Championship.

8. PUBLIC HEARING

- a. Resolution No. 7684 establishing and adjusting various fees for City services.
CEQA: Not a Project
Recommended Action: Adopt

Administrative Services Director Chen presented the PowerPoint.

Mayor Wang opened the Public Hearing. No one appeared.

Mayor Wang closed the Public Hearing.

A motion was made by Council Member Cao, seconded by Council Member Fu, and carried on a roll call vote to adopt Resolution No. 7684 establishing and adjusting various fees for City services.

AYES: Cao, Fu, Kwan, Cheng, and Wang
NOES: None
ABSENT: None

9. PUBLIC COMMENTS

Rabbi Sholom Stifiel, Chabad of Arcadia, appeared and announced that beginning April 27, he is teaching a four-series course - For All Humankind, at the Arcadia Chamber of Commerce; and he encouraged the public to attend.

10. CONSENT CALENDAR

- a. Regular Meeting Minutes of April 7, 2026.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7680 amending the Fiscal Year 2025-26 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Stormdrain Repair Project in the amount of \$58,757.50, offset by a reduction in the Capital Outlay Fund; and approve a contract with GRBCON, Inc. for the Stormdrain Repair Project in the amount of \$144,325.
CEQA: Exempt
Recommended Action: Adopt and Approve
- c. Donation of four E-Ride Pro electric motorbikes from YouTube, LLC for Fire Department use.
CEQA: Not a Project
Recommended Action: Accept
- d. Professional Services Agreement with Eurofins Drinking Water and Wastewater West, LLC for laboratory testing services of City water samples in an amount not to exceed \$172,878.50.
CEQA: Not a Project
Recommended Action: Approve
- e. Professional Services Agreement with AP Triton, LLC for Standards of Cover/Community Risk Assessment in an amount not to exceed \$80,000.
CEQA: Not a Project
Recommended Action: Approve
- f. Extension to the Purchase Order with Black & White Emergency Vehicles, LLC for the purchase of vehicle outfitting supplies and services in the amount of \$172,662.
CEQA: Not a Project
Recommended Action: Approve

It was moved by Council Member Fu, seconded by Council Member Cao, and carried on a roll call vote to approve Consent Calendar Items 10.a through 10.f.

AYES: Fu, Cao, Kwan, Cheng, and Wang
NOES: None
ABSENT: None

11. CITY MANAGER

- a. Accept amendment to the Residential Refuse and Recycling Agreement with Waste Management and the proposed refuse rates for Fiscal Year 2026-27 through 2030-31, direct the Public Works Services Department to follow Proposition 218 Balloting Procedures to establish refuse rates, and set a public hearing for the June 16, 2026, City Council meeting.

CEQA: Not a Project

Recommended Action: Approve

Environmental Services Manager Arndell presented the Staff Report.

In response to Council Member Cao’s request, Josh Goldman of Waste Management, highlighted programs unique to the City that benefit residents and stated that, with the proposed rate increases, Arcadia’s waste hauling rates would remain among the lowest in the San Gabriel Valley while maintaining a high level of service.

A motion was made by Council Member Fu, seconded by Council Member Cao, and carried on a roll call vote to accept the amendment to the Residential Refuse and Recycling Agreement with Waste Management and the proposed refuse rates for Fiscal Year 2026-27 through 2030-31, direct the Public Works Services Department to follow Proposition 218 Balloting Procedures to establish refuse rates, and set a public hearing for the June 16, 2026, City Council meeting.

AYES: Fu, Cao, Kwan, Cheng, and Wang
NOES: None
ABSENT: None

12. AB 1234 REPORTS FROM MAYOR AND CITY COUNCIL *(limited to legally required reports)*.

Council Member Cao had nothing to report.

Council Member Fu had nothing to report.

Council Member Kwan had nothing to report.

Mayor Pro Tem Cheng had nothing to report.


Mayor Wang reported that she attended the Arcadia Unified School District Public Schools Luncheon and the 2026 Pasadena Showcase House of Design.

13. REQUEST FOR FUTURE ITEMS

No items were requested.

14. ADJOURNMENT

The City Council adjourned in memory of former Arcadia Mayor George Fasching at 7:59 p.m. to Tuesday, May 5, 2026, at 4:00 p.m., in the Arcadia Police Department Community Room/Emergency Operations Center ("EOC").



Linda Rodriguez
City Clerk



CITY OF ARCADIA

STAFF REPORT

OFFICE OF THE CITY MANAGER

DATE: May 5, 2026

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Justine Bruno, Deputy City Manager

SUBJECT: RESOLUTION NO. 7685 SUPPORTING SENATE BILL 1352 PROPERTY TAXATION: NEWLY CONSTRUCTED: RECONSTRUCTED PROPERTY (2025-26)

CEQA: Not a Project
Recommendation: Adopt

SUMMARY

At the regular City Council Meeting on April 7, 2026, Council Member Cao received support from two City Council Members to consider a resolution supporting Senate Bill (“SB”) 1352, which supports the reconstruction of substantially damaged or destroyed properties through property tax relief. Properties north of the 210 Freeway in Arcadia are at elevated risk for wildfire, and, if passed, SB 1352 will make it easier for damaged properties to be reconstructed, encouraging rebuilding and reinvestment in the community. Resolution No. 7685 expresses the City Council’s support of Senate Bill 1352, which encourages rebuilding and reinvestment from property owners impacted by Governor-declared disasters.

It is recommended that the City Council adopt Resolution No. 7685 supporting Senate Bill 1352 Property Taxation: Newly Constructed: Reconstructed Property (2025-26).

BACKGROUND

Adopted by California voters in 1978, Proposition 13 limits ad-valorem property taxes to 1% of assessed value and caps annual property tax increases to 2%, except when the property is sold, changes use or ownership, major improvements are

undertaken, it declines in value, or receives a historical designation through a Mills Act abatement. Under existing law, new construction or reconstruction often leads to reassessment and higher property taxes.

In recent years, California has experienced devastating wildfires like the 2025 Palisades and Eaton Fires, which resulted in a loss of 16,000 structures across Los Angeles County. The devastation of these natural disasters displaces families whose property has been destroyed and requires rebuilding.

Senate Bill 1352 was introduced on February 20, 2026, authored by State Senator Suzette Martinez Valladares. Senate Bill 1352 is supported by the California Assessors' Association, the California Taxpayers Association, the California Association of Realtors, and the Cities of Los Angeles and Malibu.

At the April 7, 2026, City Council meeting, Council Member Cao received support from Mayor Wang and Mayor Pro Tem Cheng to consider a resolution in support of Senate Bill 1352.

DISCUSSION

The California Revenue and Taxation Code specifies if a property is substantially damaged or destroyed in a Governor-declared disaster, property owners may rebuild and retain their property's tax value prior to its destruction, under certain circumstances. To be considered "substantially damaged or destroyed", there must be more than a 50% loss in value, and reconstruction generally must occur within five years of the initial event.

After reconstruction, damaged or destroyed property may maintain its most recent tax base if it is comparable in size, use, and function. When rebuilt, the property's new value should not exceed 120% of its original (full cash) value. If these conditions are met, property owners are allowed to transfer their prior property tax base to the rebuilt structure on the same site. If the reconstructed property exceeds the 120% limit, the value beyond 120% is subject to reassessment at current rates.

Senate Bill 1352 amends Section 70.5 of the Revenue and Taxation Code to define the meaning of "substantially equivalent" for properties damaged on or after January 1, 2025, and requires that the most favorable tax interpretation be applied. Under

the proposed definition of “substantially equivalent”, homeowners rebuilding after wildfire damage would now be allowed to rebuild up to 110% of the original property size without triggering a reassessment.

For properties being reconstructed between Fiscal Years 2026–27 and 2034–35, SB 1352 provides property owners with an additional mechanism to retain their previous base year value. Instead of only using the 120% original value rule, property owners would have the ability to reconstruct within 110% of the original size and still retain their pre-damage assessment. Furthermore, when determining the property’s base year value, the more favorable assessment must be utilized by the Assessor.

Under SB 1352, a “qualified property” is one that was substantially damaged or destroyed by the 2025 Palisades Fire, Eaton Fire, Hurst Fire, Lidia Fire, Sunset Fire, or Woodley Fire, or the 2024 Mountain Fire or Franklin Fire, for which the Governor proclaimed a state of emergency. While the City was affected by the Eaton Fire in 2025, since none of Arcadia’s residential structures were “substantially damaged” from this wildfire, SB 1352 will not have a significant on Arcadia at this time. SB 1352 would provide direct benefit to Arcadia property owners if some new emergency affects properties in the future.

Senate Bill 1352 is intended to provide more flexibility to rebuild, especially in a high-inflationary environment, as long as the property rebuild stays similar in size, use, and value. The bill is currently advancing through the Legislature, would apply to lien dates starting in 2025, and is intended to sunset by January 1, 2036.

It is recommended that the City Council adopt Resolution 7685 to support Senate Bill 1352 Property Taxation: Newly Constructed: Reconstructed Property.

ENVIRONMENTAL ANALYSIS

Any property damage and new construction resulting from a Governor-declared disaster would be subject to applicable California Environmental Quality Act (“CEQA”) processes; however, the proposed resolution of support does not constitute a project under the CEQA, as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

Senate Bill 1352 only applies to properties “substantially damaged or destroyed” in Governor-declared disasters and certain fires, and it is believed that no homes in Arcadia currently meet these requirements. As such, SB 1352 is not expected to have a direct impact on Arcadia, and any potential foregone property tax revenue would likely arise from future disaster events and subsequent amendments to the Revenue and Taxation Code. Under SB 1352, there is no reimbursement from the state for properties claiming this tax benefit. Property owners would still pay property taxes; they would just maintain their original assessed valuations prior to the emergency.

For context, in Fiscal Year 2025-26, the City expects to receive \$21,132,300 in property tax revenue. In recent years, property tax collections have grown anywhere from 3% - 6% annually. Considering that there are approximately 700 properties located in Arcadia’s Very High Fire Hazard Severity Zone that are subject to elevated wildfire risk, future amendments to Section 70.5 of the Revenue and Taxation Code would likely impact these properties and their affiliated property tax collections the most. With over 20,000 parcels citywide, the 700 properties would represent less than 3.5% of total property tax generators in Arcadia. Over time, it would be expected that rebuilt and expanded homes would have a greater financial benefit to the community than fire-damaged vacant sites.

RECOMMENDATION

If enacted, SB 1352 broadens the criteria for which properties can be reconstructed while maintaining their prior base year values, helping ensure property owners can rebuild without the added costs of a higher property tax bill.

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7685 supporting Senate Bill 1352 Property Taxation: Newly Constructed: Reconstructed Property (2025-26).

Attachment No. 1: Resolution No. 7685

RESOLUTION NO. 7685

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, SUPPORTING SENATE BILL 1352 PROPERTY TAXATION: NEWLY CONSTRUCTED: RECONSTRUCTED PROPERTY (2025-26)

WHEREAS, the State of California continues to experience devastating wildfires, including the 2025 Palisades Fire and Eaton Fire, which collectively resulted in the loss of approximately 16,000 structures across Los Angeles County; and

WHEREAS, such wildfires displace families, destroy homes, and necessitate costly and time-consuming rebuilding efforts; and

WHEREAS, the California Revenue and Taxation Code provides that when property is substantially damaged or destroyed in a Governor-declared disaster, property owners may rebuild and retain the property's pre-disaster tax base value, under certain conditions; and

WHEREAS, existing provisions allow rebuilt property to retain its prior base year value if it is substantially equivalent in size, use, and function, and if its value does not exceed 120 percent of its original full cash value; and

WHEREAS, Senate Bill 1352 proposes to amend Section 70.5 of the Revenue and Taxation Code to clarify the definition of "substantially equivalent" for properties damaged or destroyed on or after January 1, 2025; and

WHEREAS, Senate Bill 1352 would allow property owners rebuilding after

substantial damage to increase the size of their property up to 110 percent of the original structure without triggering reassessment; and

WHEREAS, for properties reconstructed between Fiscal Years 2026–27 and 2034–35, Senate Bill 1352 provides an additional mechanism for retaining the prior base year value while requiring the most favorable valuation method be applied to property owners; and

WHEREAS, Senate Bill 1352 defines a “qualified property” as one substantially damaged or destroyed by specified fires, including the 2025 Palisades Fire, Eaton Fire, Hurst Fire, Lidia Fire, Sunset Fire, or Woodley Fire, or the 2024 Mountain Fire or Franklin Fire, for which the Governor proclaimed a state of emergency; and

WHEREAS, approximately 700 properties are located in the City of Arcadia’s Very High Fire Hazard Severity Zone and are subject to elevated wildfire risk; and

WHEREAS, Senate Bill 1352 provides flexibility for property owners to rebuild in a high-inflation environment while maintaining reasonable limits on size and value; and

WHEREAS, the City Council finds that supporting reasonable disaster recovery measures that assist affected homeowners while maintaining fiscal responsibility is in the public interest.

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

SECTION 1. The City Council expresses its support for Senate Bill 1352 Property Taxation: Newly Constructed: Reconstructed Property (2025-26), which provides clarity and flexibility for property owners rebuilding after catastrophic wildfire events.

SECTION 2. Senate Bill 1352 balances the need for disaster recovery assistance with property tax reassessment benefits to encourage reconstruction.

SECTION 3. The City Council acknowledges that Senate Bill 1352 is not expected to have a direct fiscal impact on the City at this time but recognizes its potential importance in future disaster scenarios.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 5th day of May, 2026

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



RECREATION & COMMUNITY SERVICES DEPARTMENT

DATE: May 5, 2026

TO: Honorable Mayor and City Council

FROM: Sara Somogyi, Director of Recreation and Community Services
By: Ashley Marston, Senior Management Analyst

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH HOUSING EMPOWERMENT RECOVERY & OUTREACH COMMUNITY SERVICES FOR CASE MANAGEMENT AND HOUSING NAVIGATION SERVICES IN AN AMOUNT NOT TO EXCEED \$289,185
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Recreation and Community Services Department utilizes contract services to provide case management and housing navigation services in the City. To ensure the City is receiving the highest quality service and most competitive pricing, staff issued a Request for Proposals ("RFP") for Case Management/Housing Navigation Services. Housing Empowerment Recovery & Outreach Community Services ("HERO") provided the proposal that best meets the City's needs. The proposed agreement is for the period of one year with the option to renew annually, for a maximum of three additional years.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with HERO for Case Management/Housing Navigation Services, in an amount not to exceed \$289,185, with the option for three one-year extensions. It is further recommended that the City Council delegate the authority to approve the optional renewals under this agreement to the City Manager, provided that any financial increases remain within standard inflationary levels.

BACKGROUND

On June 21, 2022, the City Council approved a contract with Los Angeles Centers for Alcohol and Drug Abuse (“L.A. CADA”) for three full-time case managers/housing navigators, who provide seven days of coverage. The contract was renewed for an additional three years and is set to expire on June 30, 2026.

On November 18, 2025, the City Council approved a Memorandum of Agreement with the San Gabriel Valley Council of Governments (“SGVCOG”) to accept Measure A funds for homeless programs. Per the Agreement, the City operates several projects with Measure A funds, including Case Management/Housing Navigation Services.

DISCUSSION

In January 2026, a Notice Inviting Proposals was published for Case Management/Housing Navigation Services, in accordance with City Council Resolution No. 7483. On February 12, 2026, the City received four proposals that were evaluated by a panel from the Recreation and Community Services Department.

The panel considered thoroughness, understanding of the scope of work, related experience, references, quality, and costs. Further, the panel conducted interviews to ascertain additional information from each of the proposers and requested updated costs to receive more competitive pricing. The results of the evaluation, including a final ranking, score (out of 100 points), and costs, are listed below:

Company Name	Rank	Score	Cost	Annual Escalator
HERO	1	95	\$289,185	3.5% less one-time expenses
L.A. CADA	2	93	\$293,000	5%
Volunteers of America	3	89	\$280,000	5% on personnel
Correctional Health Treatment Centers	4	61	\$270,000	5%

After careful consideration, the panel selected HERO to perform these services, as their qualifications, knowledge, experience, and cost most closely fit the needs of the

City of Arcadia. HERO's proposal was comprehensive, demonstrating their understanding of the scope of work and Arcadia's values. HERO is a smaller, non-profit organization focusing on quality, responsiveness, and deep community integration. HERO employs qualified staff with lived experience, providing the unique ability to meet individuals where they are, establish trust, and build authentic relationships with clients. Further, many of HERO's employees have experience in providing homeless services in Arcadia and are familiar with the City's procedures and local population. This familiarity will help the organization work effectively on day one. Beyond their employees, HERO has connections to regional resources and preexisting relationships with local housing options, providing Arcadia with a gateway to expedited housing placements. Additionally, the organization is willing to adjust their schedules and approach to maximize their time and effectiveness for the upcoming 2028 Olympic and Paralympic Games. Their tailored approach, willingness to go above and beyond, and connections to regional resources make HERO the most suitable option for the contract.

While HERO's cost proposal was not the lowest, the panel determined the organization to be superior in terms of service quality, responsiveness, and resources. Additionally, HERO proposed the smallest annual escalator rate, ensuring that possible extensions will result in more competitive costs over a four-year period.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

The proposed FY 2026-27 contract cost is an increase of \$9,150 from the current annual amount, roughly a 3% increase. The contract and possible extensions will be supported by a combination of different grant funds, based on availability. The annual contract costs and projected funding sources are listed below.

Fiscal Year	Contract Amount	Projected Funding Sources
2026-27	\$289,185	ARPA: \$145,000 Measure A: \$100,000 PLHA: \$45,000
2027-28	\$292,067	Measure A & PLHA
2028-29	\$302,289	Measure A & PLHA
2029-30	\$312,869	Measure A & PLHA

While Measure A and PLHA are permanent funding sources, the amount received by the City varies each year. Due to this fluctuation in funding, future allocations are difficult to project and funding sources are subject to change based on amounts and availability.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Housing Empowerment Recovery & Outreach Community Services for Case Management and Housing Navigation Services in an amount not to exceed \$289,185, with the option for three one-year extensions. It is further recommended that the City Council delegate the authority to approve any optional renewals under this agreement to the City Manager, provided that any financial increases remain within standard inflationary levels.

Approved:



Dominic Lazzaretto
 City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
CASE MANAGEMENT/HOUSING NAVIGATION SERVICES**

This Agreement is made and entered into as of July 1, 2026, 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 Housing Empowerment Recovery & Outreach Community Services ("HERO"), a non-profit organization with its principal place of business at 8605 Santa Monica Blvd. #196067 West Hollywood, CA 90069 (hereinafter referred to as "Contractor"). City and Contractor 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:

Case Management/Housing Navigation Services (hereinafter referred to as "the Project").

B. Contractor 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 Contractor to provide the services described herein.

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

Contractor 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 Contractor under this Agreement exceed the sum listed set forth in Exhibit "B.". This amount is to cover all costs, and the City will not pay any additional fees. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work

performed. Payments to Contractor for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Contractor 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 Contractor 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.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Contractor 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. Term.

The term of this Agreement shall be from July 1, 2026, to June 30, 2027, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Contractor shall perform its services in a prompt and timely manner within the term of this Agreement.

6. Delays in Performance.

a. Neither City nor Contractor 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. Contractor shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

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

c. If applicable, Contractor 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.

Contractor'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 Subcontractor.

Contractor 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 Contractor from employing independent associates, and subcontractors as Contractor may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor.

Contractor is retained as an independent contractor and is not an employee of City. No employee or agent of Contractor 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. Contractor 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, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section. Contractor and subcontractors are also required to meet additional insurance requirements described in the Additional Insurance Requirements attached hereto as Exhibit "C."

a. Commercial General Liability.

(i) The Contractor 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 **Contractor shall procure and submit evidence of insurance for at least five (5) years from the time that all work under this Agreement is completed.**
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Contractors 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. Contractor may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

(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 Contractor 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. Contractor may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

(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) Contractor 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 Contractor has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Contractor 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. Contractor shall require all subcontractors 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 Contractor 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 Contractor. "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 Contractor 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) Contractor shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Contractor 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 Contractor 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. Contractor may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Contractor'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. Contractor shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Contractor 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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(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 Contractor from liability in excess of such coverage, nor shall it limit the Contractor'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 Contractor, 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 Contractor 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Contractor 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. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors or subcontractors 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 subcontractors 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. All subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable. If requested by Contractor, City may approve different scopes or minimum limits of insurance for particular subcontractors or subcontractors.

12. Indemnification.

a. To the fullest extent permitted by law, Contractor 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 Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor'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. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor, 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, Contractor'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 Contractor, but shall not otherwise be reduced. If Contractor's obligations to defend, indemnify, and/or hold harmless arise out of Contractor's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Contractor obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Contractor's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Contractor's proportionate percentage of fault.

13. California Labor Code Requirements.

a. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor 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 Contractor and all subcontractors 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 Contractor and all subcontractors performing such services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor’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 Contractor’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor’s performance of services, including any delay, shall be Contractor’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Contractor 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 Contractors and subcontractors 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 Contractor. 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 Contractor 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 Contractor 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. Contractor shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Contractor 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 Contractor.

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.

Contractor shall assign Joshua Heinzman 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:
City of Arcadia
375 Campus Drive
Arcadia, CA 91007
Attn: Ashley Marston
Recreation & Community Services

CONTRACTOR:
Housing Empowerment Recovery &
Outreach (HERO) Community Services
8605 Santa Monica Blvd., Unit 196067
West Hollywood, CA 90069
Attn: Joshua Heinzman

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 Contractor.

22. Equal Opportunity Employment.

Contractor 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 Contractor 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, Contractor 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 Contractors.

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

29. Prohibited Interests.

Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. 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 HOUSING EMPOWERMENT RECOVERY & OUTREACH (HERO) COMMUNITY
SERVICES**

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

CITY OF ARCADIA

HOUSING EMPOWERMENT RECOVERY &
OUTREACH (HERO) COMMUNITY SERVICES

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Michael J. Maurer
City Attorney

Its: _____

Printed Name

EXHIBIT "A"

Scope of Services

Services will benefit PEH and those who are at-risk of homelessness within Arcadia. These services are defined as those which are normally a part of case management and housing navigation and may include, but not be limited to the following:

- Case Management
- Housing Navigation
- Street Outreach
- Mental Health Support
- Substance Abuse Services
- Supportive Services Referrals
- Financial Allocations
- Essential Resource Distribution
- Transporting Clients
- Housing Placement
- CES and HMIS Entry
- Data and Reports

1. Best Practices

Contractor will follow best practices for providing services for PEH, including housing-first and trauma-informed care. Contractor shall work with each participant to develop an individual service plan to gauge participants' needs, goals, skills and abilities, personal characteristics, and physical capabilities. Contractor will include a follow up plan on client whereabouts after intervention.

2. Schedule

Case Managers/Housing Navigators will work a full-time, 40-hour week. Between three Case Managers/Housing Navigators, coverage will be expected Monday-Sunday, seven days a week. In the event a Case Manager/Housing Navigator takes vacation or calls out, the Contractor must find a replacement and notify the City of the change. Time of each Case Manager/Housing Navigator will be split between office work and street outreach. No fewer than 16 hours per week, per Case Manager/Housing Navigator shall be allocated to street outreach. A set weekly schedule for all Case Managers/Housing Navigators is required; however, daily hours of operation can vary day by day and may be adjusted based on City needs. Contractor is required to meet regularly with City staff and attend community engagement meetings and events in which services may be required.

3. Response Times & Manner

Requests for services will be available to both the public and City staff by email and phone. Contractor will create and manage an Arcadia specific email address and an Arcadia specific phone number to receive service requests. Case Managers/Housing Navigators are expected to respond to clients and City staff in a timely manner. Case Managers/Housing Navigators should respond to requests within one business day.

4. Equipment & Workspace

Contractor must provide their own equipment including laptop computers, Wi-Fi hotspots, cell phones, vehicle, and any other equipment necessary for completing the Scope of Services. Contractor must have access to Homeless Management Information System (HMIS) and the Coordinated Entry System (CES) or be able to receive access by contract start date. Contractor must have a system database for tracking all data required by the City. The City and Contractor will discuss suitable workspaces for Case Managers/Housing Navigators after selection. Currently, workspace is located at the Arcadia Public Library on Wednesdays and at the Recreation & Community Services Department on an as needed basis.

5. Financial Allocations

With City prior approval, Contractor will distribute and track financial allocation to PEH and those at-risk of homelessness. Every financial allocation must be accompanied by a client form and an itemized receipt. Allocations will adhere to City policies, including pre-requisites and annual limits, and may require client follow-up.

6. Data & Reporting

Contractor agrees to prepare and submit data, forms, and reports as required by the City.

a. Data required includes, but is not limited to:

- Street outreach hours and office hours
- First-time encounters and follow-ups
- Client demographics
- Financial allocations and item distributions
- Connections to supportive services
- Connections to housing
- Housing status follow-ups

b. Forms and reports include, but are not limited to:

- Client Forms (PDF)
- Monthly Report (PDF)
- Monthly Narrative Log (PDF or Word Doc) - Confidential
- Quarterly Interactions Log (Excel File)

7. Invoices

Contractor shall submit invoices for reimbursement monthly no later than the 10th day of the subsequent month. Invoices must be accompanied by supporting documentation, including the Monthly Report, Monthly Narrative Log, Client Forms, and receipts. Invoices will not be processed until all supporting documentation has been received by the City. Payment is issued in the form of a check typically two weeks after receipt of invoice is confirmed.

8. Record Retention

Financial records, supporting documents, statistical records, and all other records pertaining to the use of the funds provided shall be retained by the Contractor for a period of five (5) years, at a minimum, and in the event of litigation, claim, or audit, the records shall be retained until all litigation, claims, and audit findings involving the records have been fully resolved. The Contractor shall maintain all records including, but not be limited to:

- Records providing a full description of each activity undertaken
- Records required to determine the eligibility of activities
- Financial records

EXHIBIT "B"

Schedule of Charges/Payments

This is a time-and-materials contract. Contractor will invoice City on a monthly cycle.

FISCAL YEAR 2026-27		ANNUAL COST
PERSONNEL SALARY		
Case Manager Coordinator	\$34.00/hour	\$70,720
Case Manager	\$27.00/hour	\$56,160
Case Manager	\$27.00/hour	\$56,160
PERSONNEL BENEFITS		
Case Manager Coordinator	Payroll tax and benefits: 25%	\$17,680
Case Manager	Payroll tax and benefits: 25%	\$14,040
Case Manager	Payroll tax and benefits: 25%	\$14,040
OPERATION EXPENSES		
Insurance		\$9,000
Vehicle down payment, lease, gas, and maintenance		\$18,195
Laptops		\$1,500
Cellphones and hot spot		\$2,000
Office supplies		\$1,000
Client supplies		\$2,400
MISCELLANEOUS OR INDIRECT EXPENSES		
10% Indirect costs		\$26,290
FISCAL YEAR 2026-27 TOTAL		\$289,185

POSSIBLE EXTENSIONS	
FISCAL YEAR	ANNUAL COST
2027-28	\$292,067
2028-29	\$302,289
2029-30	\$312,869

EXHIBIT "C"

Additional Insurance Requirements

This contract is partially supported by grant funding offered via Los Angeles County Development Authority (LACDA), therefore additional insurance requirements as established by LACDA must also be met. Any additional Exhibits referenced below refer to the City's contract with LACDA, which will be furnished upon request.

LOS ANGELES COUNTY DEVELOPMENT AUTHORITY INSURANCE REQUIREMENTS

1.0 Insurance

Without limiting the Operating Agency's indemnification of LACDA Indemnitees, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, the Operating Agency shall provide and maintain at its own expense insurance coverage satisfying the requirements specified herein. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Operating Agency pursuant to this Contract. The LACDA does not guarantee that the Required Insurance is sufficient to protect the Operating Agency from liabilities which may arise from or related to this Contract.

The insurance policies are to contain and be endorsed to contain, the provisions set forth herein. All certificates of insurance and endorsements shall carry the following identifier:

City Of Arcadia (the "Operating Agency")

PLH180-26 - Year 5 Activity 6 Homeless Case Management and Housing Navigation Services

If circumstances or activities change during the fiscal year for any of the projects, the Operating Agency shall immediately notify the LACDA of any circumstances or activity changes that may affect the insurance requirements herein. The Operating Agency's failure to comply with and LACDA amended insurance requirements shall be deemed a material breach of this Contract.

Funding advance, reimbursement, or disbursement may be delayed until all the insurance requirements have been met.

Exceptions to the Required Insurance will be granted on a case-by-case basis at the discretion of the LACDA's Risk Management. Prior to the Operating Agency receiving funds, the LACDA will review the activities of the Operating Agency for required insurance.

The LACDA reserves the right, at its sole and absolute discretion, to amend at any time the provisions of EXHIBIT "B".

1.1 Insurance Coverage

All insurance coverage requirements listed below are to be provided upon the execution of the Contract between the Operating Agency and the LACDA, unless otherwise specified.

[INSURANCE REQUIREMENTS CONTINUED ON FOLLOWING PAGE]

OPERATING AGENCY REQUIREMENTS (Non-Construction):

A	GENERAL LIABILITY: (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as Additional Insureds Endorsement page with primary and non-contributory coverage and a waiver of subrogation naming the LACDA and the County of Los Angeles ("County") is required.	
	General Aggregate:	\$2 Million
	Personal and Advertising Injury:	\$1 Million
	Each Occurrence:	\$1 Million

B	SEXUAL MISCONDUCT LIABILITY: Insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.	
	Per Claim	\$2 Million
	Aggregate	\$2 Million

C	COMMERCIAL AUTOMOBILE INSURANCE: Shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". Shall include a waiver of subrogation in favor of the LACDA.	
	Bodily injury and property damage, in combined or equivalent split limits, for each single accident	\$50 Thousand

D	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: as required by the Labor Code of the State of California. Must include a waiver of subrogation in favor of the LACDA. In all cases, insurance shall include employer's liability coverage with limits of not less than indicated.	
	Employers' Liability coverage with limits of not less than	\$1 Million

E	PROFESSIONAL LIABILITY/ERRORS AND OMISSION INSURANCE: Appropriate to the professional's profession in an amount not less than LACDA requirements. Said insurance shall be maintained for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.	
	Per Claim	\$1 Million

F	CRIME INSURANCE: Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated.	
		See Section 1.2.3

OPERATING AGENCY REQUIREMENTS (Construction & Environmental):

A	GENERAL LIABILITY: (providing scope of coverage equivalent to ISO police form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees, and Volunteers (collectively "LACDA and its Agents"). Additional Insured Endorsement page with primary and non contributory coverage and a waiver of subrogation naming the LACDA and the County is required. Coverage shall include an XCU Endorsement for explosion, collapse, and underground ("XCU") hazards, property damage liability.	
	General Aggregate:	\$2 Million
	Products/Completed Operations Aggregate	\$2 Million
	Personal and Advertising Injury:	\$1 Million
	Each Occurrence:	\$1 Million

B	RESERVED
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C	COMMERCIAL AUTOMOBILE INSURANCE: Shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto", pollution liability broadened coverage for covered autos and a waiver of subrogation.	
	The automobile liability policy shall be endorsed to include transportation pollution liability insurance covering materials to be transported by Contractor pursuant to the Contract. This coverage may also be provided on the Contractor's pollution liability policy. If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos as well as proof of MCS 90.	
	Bodily injury and property damage, in combined or equivalent split limits, for each single accident	\$1 Million

D	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY: as required by the Labor Code of the State of California. Must include a waiver of subrogation in favor of the LACDA. In all cases, insurance shall include employer's liability coverage with limits of not less than indicated.	
	Employers' Liability coverage with limits of not less than	\$1 Million

E	PROFESSIONAL LIABILITY INSURANCE: Appropriate to the professional's profession in an amount not less than the LACDA requirements. Said insurance shall be maintained for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.	
	Per Claim	\$1 Million
	Per Aggregate	\$2 Million

POLLUTION LIABILITY INSURANCE AND/OR ASBESTOS POLLUTION

LIABILITY AND/OR ERRORS & OMISSIONS: applicable to the work being performed including coverage for bodily injury, personal injury, death, property damages, and environmental damage. The LACDA and the County shall be covered as additional insureds on the pollution liability insurance policy with limits not less than \$2,000,000 general aggregate and \$1,000,000 each occurrence.

Said policy shall also include but not be limited to, coverage for any and all remediation costs, including, but not limited to, brownfield restoration and clean-up costs, and coverage for the removal, repair, handling, and disposal of asbestos and/or lead containing materials where applicable. The LACDA and the County shall be covered as additional insureds on the pollution liability insurance policy. If the general liability insurance policy and/or the pollution liability insurance policy is written on a claims-made form, then said policy or policies shall also comply with all the following requirements:

G

- a. The retroactive date must be shown on the policy and must be before the date of this Contract or the beginning of the work or services that are the subject of this Contract;
- b. Insurance must be maintained and evidence of insurance must be provided for the duration of this Contract or for five (5) years after completion of the work or services that are the subject of this Contract, whichever is greater;
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Contract, then the Operating Agency must purchase an extended period coverage for a minimum of five (5) years after completion of work or services that are the subject of this Contract;
- d. A copy of the claims reporting requirements must be submitted to the LACDA for review; and
- e. If the work or services that are the subject of this Contract involve lead based paint or asbestos identification/remediation, then the Operating Agency's pollution liability shall not contain any lead-based paint or asbestos exclusions;
- f. If the services involve mold identification/remediation, the Operating Agency's pollution liability shall not contain a mold exclusion and definition of "pollution" shall include microbial matter including mold.

1.2 Additional Unique Coverage

1.2.1 Sexual Misconduct Liability

Coverage is required when services in relation to this Contract involve care or supervision of children, seniors and other vulnerable persons and insurance shall include covering for actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

1.2.2 Professional Liability/Errors and Omissions

Insurance covering the Operating Agency's liability arising from or related to this Contract, with limits of not less than \$2 million per claim and \$2 million aggregate. Further, the Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

1.2.3 Crime Coverage

Including, but not limited to, coverage against loss of money, employee theft/forgery, securities, inventory or other property, with limits in amounts not less than indicated.

If the aggregate budgeted amount for the current fiscal year allotted for the Operating Agency is less than Fifty Thousand dollars (\$50,000), the Operating Agency shall not be required to comply with this Section 1.2.3.

If the aggregate budgeted amount for the current fiscal year allotted for the Operating Agency is equal to or greater than Fifty Thousand dollars (\$50,000), then the Operating Agency shall be required to comply with this Section 1.2.3.

- A. The Operating Agency shall procure and maintain, at its sole cost and expense, crime coverage or a fidelity bond covering each employee of the Operating Agency, whether or not they are compensated.
- B. The fidelity bond may be either a primary commercial blanket bond or a blanket position bond written by an insurer licensed by the California Insurance Commissioner.

- C. The fidelity bond shall provide minimum coverage equivalent to 50% of the cumulative project budget approved for the current fiscal year, not to exceed One Million dollars (\$1,000,000). The project budget shall be outlined in EXHIBIT "A".
- D. The Operating Agency shall maintain the fidelity bond for the duration of this Contract. The fidelity bond may contain a provision for a deductible amount from any loss which, except for such deductible provision, would be recoverable from the insurer. A deductible provision shall not be in excess of ten percent (10%) of the required minimum bond coverage.

If the Operating Agency experiences an increase in funding during the fiscal year, the crime coverage requirement will be reassessed, and additional coverage may be required at the sole discretion of the LACDA. Any deviation from this fidelity bond section shall require specific written approval by the LACDA.

1.3 Certificate of Insurance Coverage:

- 1.3.1.** Certificate(s) of Insurance Coverage ("Certificate") satisfactory to the LACDA, and a copy of an Additional Insured Endorsement confirming the LACDA and the County has been given Insured status under the Operating Agency's general liability and excess liability policy, shall be delivered to the LACDA at the address shown below and provided prior to commencing services under this Contract.
- 1.3.2.** Renewal Certificates shall be provided to the LACDA not less than ten (10) days prior to Operating Agency's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Operating Agency and/or Sub-Contractor insurance policies at any time.
- 1.3.3.** Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The insured party named on the certificate shall match the name of the Operating Agency identified as the contracting party in this Contract. All certificates of insurance and endorsements shall carry the following identifier:

PLH180-26 - Year 5 Activity 6 Homeless Case Management and Housing Navigation Services

- 1.3.4.** Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding Fifty Thousand (\$50,000.00) dollars and list any LACDA required endorsement forms.
- 1.3.5.** Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying certificate or endorsement, or any other insurance documentation or information provided by the Operating Agency or, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 1.3.6.** Certificates and copies of any required endorsements shall be sent

to: Los Angeles County Development Authority
Attn: Community Development
Division 700 W. Main Street, Alhambra,
CA 91801

1.4 Notices of Injury or Damage or Destruction

The Operating Agency also shall promptly report to the LACDA any injury or property damage accident or incident, including any injury to an Operating Agency employee occurring on an LACDA property, and any loss, disappearance, destruction, misuse, or theft of the LACDA property, monies or securities entrusted to the Operating Agency. The Operating Agency also shall promptly notify the LACDA of any third-party claim or suit filed against the Operating Agency or any of its Sub-contractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against the Operating Agency and/or the LACDA.

1.5 Additional Insured Status and Scope of Coverage

The LACDA and the County shall be provided additional insured status under the Operating Agency's general liability and excess liability policy with respect to liability arising out of the Operating Agency's products, completed and ongoing operations performed on behalf of the LACDA. The LACDA and the County additional insured status shall apply with respect to liability and defense of suits arising out of the Operating Agency's acts or omissions, whether such liability is attributable to the Operating Agency or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and the County as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an

automatic additional insured endorsement form is acceptable provided it satisfies the Required Insurance provisions herein.

1.6 Cancellation of or Change to Maintain Insurance

The Operating Agency shall provide the LACDA with, or the Operating Agency's insurance policies shall contain a provision that the LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to the LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Contract.

1.7 Failure to Maintain Insurance

The Operating Agency's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which the LACDA immediately may withhold payments due to Operating Agency, and/or suspend or terminate this Contract. The LACDA, at its sole discretion, may

obtain damages from the Operating Agency resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to the Operating Agency, deduct the premium cost from sums due to the Operating Agency or pursue the Operating Agency's reimbursement.

1.8 Operating Agency's Insurance Shall Be Primary

The Operating Agency's general liability, excess liability, pollution liability and/or asbestos pollution liability and auto liability insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to the Operating Agency. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Operating Agency coverage.

1.9 Insurance Specifics

1.9.1. Waivers of Subrogation

To the fullest extent permitted by law, the Operating Agency hereby waives its rights and its insurer(s)' rights of recovery against the LACDA under all the Required Insurance for any loss arising from or relating to this Contract. The Operating Agency shall require its insurers to execute any

waiver of subrogation endorsements which may be necessary to effect such waiver.

1.9.2. Sub-Contractor Insurance Coverage Requirements

The Operating Agency shall be responsible for verifying that each Contractor/Sub-Contractor complies with the Required Insurance provisions.

1.9.3. Deductibles and Self-Insured Retentions (SIRs)

The Operating Agency's policies shall not obligate the LACDA to pay any portion of any Operating Agency deductible or SIR. The LACDA retains the right to require the Operating Agency to reduce or eliminate policy deductibles and SIRs related to the LACDA, or to provide a bond guaranteeing the Operating Agency's payment of all deductibles and SIRs, including all related, claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

1.9.4. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. The Operating Agency understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

1.9.5. Application of Excess Liability Coverage

The Operating Agency may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

1.9.6. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

1.9.7. Alternative Risk Financing Programs

The LACDA reserves the right to review, and then approve, the Operating Agency use of self-insurance, risk retention groups, risk purchasing groups,

pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA shall be designated as an additional covered party under any approved alternative risk financing program.

1.10 LACDA Review and Approval of Insurance Requirements

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon the LACDA's determination of changes in risk exposures.



CITY OF ARCADIA

STAFF REPORT

POLICE DEPARTMENT

DATE: May 5, 2026

TO: Honorable Mayor and City Council

FROM: Roy Nakamura, Chief of Police
By: Amber Abeyta, Management Analyst

SUBJECT: AMENDMENT NO. 2 TO THE MASTER SAAS AND SERVICES AGREEMENT WITH SHARP PERFORMANCE FOR MOBILE APP SERVICES FOR THE PERIOD OF MAY 1, 2026, TO APRIL 30, 2027, IN AN AMOUNT NOT TO EXCEED \$43,010

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Police Department wishes to amend the Master Software as a Service (“SaaS”) and Services Agreement with Sharp Performance to include the use of their mobile app, which focuses on law enforcement wellness and preventative care. It is recommended that the City Council approve Amendment No. 2 to the Master SaaS and Services Agreement with Sharp Performance for mobile app services for the period of May 1, 2026, to April 30, 2027, in an amount not to exceed \$43,010. It is further recommended that the City Council delegate the authority to approve future renewals under this agreement to the City Manager, provided that any financial increases remain within recognized inflationary levels.

BACKGROUND

Assembly Bill 178 and the Budget Act of 2022 authorized the disbursement of Officer Wellness and Mental Health grant funds by the California Board of State and Community Corrections. The funds were made available to all city and county law enforcement agencies, with the purpose of improving officer wellness and expanding mental health resources.

In 2023, the City received Officer Wellness and Mental Health grant funds in the amount of \$45,635. After conducting research on available programs, it was determined that the mobile app offered by Sharp Performance, which focuses on employee wellness and preventative care, was the most suitable choice for the Police Department and aligned with the grant funding requirements.

Sharp Performance ("Sharp") is comprised of U.S. Special Operations Veterans and performance experts focused on aiding high-stress professionals. Their mobile app offers a tailored coaching platform for first responders, connecting them with coaches who understand their unique challenges. Utilizing a cognitive performance curriculum and adaptive training based on U.S. Military protocols, Sharp aims to enhance resilience and long-term success. They serve various agencies in Los Angeles County, including the Cities of Alhambra, Gardena, and Redondo Beach.

DISCUSSION

On May 9, 2024, the Police Department signed a one-year Master SaaS and Services Agreement with Sharp for their mobile app, covering 97 users (71 sworn employees and 26 civilian personnel). Sharp was chosen as the sole source provider due to its proprietary, copyrighted content. The total cost of the Agreement was \$29,100, approved within the City Manager's authority and compliant with the City's procurement policy. Funding came entirely from the Officer Wellness and Mental Health grant, leaving a balance of \$16,535.

Personnel from the Police Department received in-person training conducted by Sharp professionals, which encompassed all the services available through the mobile app. Each team member downloaded the app onto their personal cellphones to ensure privacy.

The mobile app offered subscription and professional services, which included:

- Unlimited access to Sharp coaches and chaplains;
- Sharp self-paced exercises and training; and
- Collaboration with Sharp to create a customized resource directory.

The resource directory is specifically designed to meet individual needs and support mental health and wellness goals, focusing on the unique requirements of law enforcement professionals, including both sworn officers and civilian staff.

Since the Sharp mobile app was well received by Police Department personnel, and with the City Council's approval, the Department amended the Agreement with Sharp for an additional one-year period. The extended Agreement was from May 1, 2025, to April 30, 2026, for a total cost of \$43,010 (\$16,535 grant funded and \$26,475 funded by the General Fund Operating budget). Additionally, the program was expanded to include spouses of Department personnel, recognizing the vital role families play in the well-being of law enforcement members.

Given that the app remains an effective and valuable resource, the Department seeks to further extend the Agreement for an additional one-year period, from May 1, 2026, to April 30, 2027. The fee for the additional one-year period remains unchanged from last year, amounting to \$43,010. The amended Agreement will continue to provide the same services outlined above to Department personnel and their spouses.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

Funds in the amount of \$43,010 for the Sharp mobile app have been budgeted in the Police Department's Fiscal Year 2025-26 General Fund Operating Budget. Sufficient funds exist to support this purchase.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve Amendment No. 2 to the Master SaaS and Services Agreement with Sharp Performance for mobile app services for the period of May 1, 2026, to April 30, 2027,

Wellness Mobile App

May 5, 2026

Page 4 of 4

in an amount not to exceed \$43,010. It is further recommended that the City Council delegate the authority to approve any such one-year renewals to the City Manager, without having to return to the City Council for further authorization, provided that any financial increases remain within recognized inflationary levels.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Amendment No. 2 to the Master SaaS and Services Agreement

AMENDMENT NO. 2

PROFESSIONAL SERVICES AGREEMENT **BETWEEN THE ARCADIA POLICE** **DEPARTMENT AND SHARP** **PERFORMANCE**

This Amendment No. 1 ("Amendment") to the Professional Services Agreement ("Agreement") is made May 1st, 2026, ("this Amendment's effective date"), between the Arcadia Police Department, and Sharp Performance (collectively, "Parties" or individual, "Party").

RECITALS

WHEREAS, on May 8th, 2025, the Arcadia Police Department and Sharp Performance entered into the Agreement for services, for a term of 1 year, with a fee cap of \$43,010, to provide performance coaching services to the personnel of the Arcadia Police Department; and

WHEREAS, on or about May 1st, 2026, the Parties agree to execute Amendment No.2 to the Agreement which amended Counsel's address; and

WHEREAS, the Arcadia Police Department desires to continue the services provided by Sharp Performance for any additional term of 1 year; and

AGREEMENT

The Arcadia Police Department and Sharp Performance agree as follows:

- I. This Amendment to the original Agreement is effective May 1st, 2026, for a term of 1 Year. The Parties further agree that Order Form (Schedule A) is amended to reflect eligible users and the new fee amount.
- II. Except as provided above, all other provisions, terms, and conditions of the Agreement remain unchanged and continue in full force and effect

WHEREFORE, the Parties signed this Amendment on the date set forth opposite their signatures.

SHARP PERFORMANCE, INC.

By: _____

Benjamin Curley, CEO/ President

Date: _____

By: _____

Andrew Sakmar, CFO/ Secretary

Date: _____

CONCUR

By: _____

Roy Nakamura
Chief of Police, City of Arcadia

Date: _____

THE CITY OF ARCADIA

By: _____

, City Manager

Date: _____

ATTEST:

By: _____

, Assistant City Clerk

Date: _____

APPROVED AS TO FORM

By: _____

Michael J. Maurer, City Attorney

Date: _____



DEVELOPMENT SERVICES DEPARTMENT

DATE: May 5, 2026

TO: Honorable Mayor and City Council

FROM: Lisa Flores, Development Services Director
Kevin Merrill, City Engineer
By: Ryan Huey, Associate Civil Engineer

SUBJECT: PURCHASE ORDER WITH THE COUNTY OF LOS ANGELES FOR THE INSTALLATION OF NINE (9) NEW TRAFFIC SIGNAL CABINETS FOR THE LAS TUNAS DRIVE - LIVE OAK AVENUE TRAFFIC SIGNALS SYNCHRONIZATION PROGRAM ("TSSP"), IN THE AMOUNT OF \$81,000

CEQA: Exempt

Recommendation: Approve

SUMMARY

The Los Angeles Countywide Traffic Signals Synchronization Program ("TSSP") includes projects that improve traffic flow, reduce vehicle delays, and minimize emissions by decreasing vehicle idling times at signalized intersections along important County corridors. These upgrades involve signal pole replacements, cabinet and controller replacements, communication system enhancements, and adjustments to signal timing plans to support real-time coordination across the traffic signal network.

As part of the upcoming Las Tunas Drive - Live Oak Avenue Traffic Signals Synchronization Program being administered by the County of Los Angeles, the City seeks to utilize an existing General Services Agreement with the County of Los Angeles to perform nine (9) cabinet installations at the intersections included in the proposed project, which are within the City of Arcadia.

It is recommended that the City Council approve a Purchase Order with the County of Los Angeles in the amount of \$81,000 for the installation of nine (9) new traffic signal cabinets, with a 10% contingency.

BACKGROUND

As part of the upcoming Las Tunas Drive – Live Oak Avenue Traffic Signals Synchronization Program, nine (9) intersections were identified for safety enhancements for pedestrians, cyclists, and motorists. The intersections are:

- Live Oak Avenue & Sixth Avenue
- Live Oak Avenue & Second Avenue
- Live Oak Avenue & Myrtus Avenue / Greenfield Avenue
- Live Oak Avenue & Santa Anita Avenue
- Live Oak Avenue & Las Tunas Drive
- Las Tunas Drive & El Monte Avenue
- Las Tunas Drive & Warren Way
- Las Tunas Drive & Holly Avenue
- Las Tunas Drive & Baldwin Avenue

The portion of the Las Tunas Drive – Live Oak Avenue corridor, extending from Baldwin Avenue on the west to Sixth Avenue on the east, falls within the City of Arcadia’s jurisdiction, thus, the City will oversee the implementation and maintenance of these improvements in that segment. The County of Los Angeles will manage the construction of the entire TSSP project, which starts at Baldwin Avenue and extends east to Valley Center Avenue, covering multiple local agencies.

The project work includes the installation of new traffic signal poles, wiring, vehicle detection, traffic signal cabinets and controllers, vehicle heads, pedestrian heads, and miscellaneous traffic signal related equipment. In August 2025, the City Council approved purchase orders to obtain new traffic signal poles and traffic signal cabinets for the project, to help lower costs and eliminate procurement delays.

With the upcoming project being administered by the County of Los Angeles, the City seeks services through its existing General Services Agreement to install the nine (9) traffic signal cabinets at the above-listed intersections, and to prepare the intersections for the traffic signal upgrades. The City Council renewed Arcadia’s General Services Agreement with the County of Los Angeles on March 17, 2026, which allows for such services to be provided on an as-needed basis through June 30, 2031.

DISCUSSION

Through the design process of the Traffic Signals Synchronization Program with the County of Los Angeles, the City of Arcadia requested additional traffic signal upgrades consistent with past, present, and upcoming City traffic signal projects. Additional upgrades at the selected intersections will allow the City to maintain the operational standards that exist at other intersections throughout Arcadia.

The County recommends completing the additional work outside the original project scope before the County-hired contractor begins, as these changes are specific to the City of Arcadia. By receiving services from the County, the traffic signal cabinets and controllers will be installed promptly and at a fair cost, expending no more than what is necessary for labor and equipment.

The County of Los Angeles has Traffic Signal Electricians and Traffic Signal Technicians in the Los Angeles County Department of Public Works, fully qualified and specialized in installing traffic signal cabinets and controllers. The City has previously utilized the General Services Agreement and has been satisfied with the quality of work and efficiency that has been provided.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt pursuant to the California Environmental Quality Act ("CEQA") under Section 15303 (New Construction or Conversion of Small Structures), as the project involves the replacement of existing facilities, and limited installation of new, small structures related to the traffic signal system, with no expansion of use.

FISCAL IMPACT

The cost for the installation of nine (9) traffic signal cabinets is \$81,000. This cost reflects expected labor hours and equipment use.

In the Fiscal Year 2022-23 Capital Improvement Program ("CIP"), the Live Oak Avenue/Las Tunas Drive Corridor Traffic Signal Improvements was programmed, which included the nine (9) intersections selected for upgrades.

Traffic Signal Cabinet Installations

May 5, 2026

Page 4 of 4

The project cost is programmed in the Fiscal Year 2022-23 Capital Improvement Program, as shown in the table below:

Project	Fiscal Year	Fund	Budget
Live Oak Avenue/Las Tunas Drive Corridor Traffic Signal Improvements	2022-2023	Measure M	\$300,000
Total Funds Available			\$300,000

The City has expended \$5,258.37 of the \$300,000 for design, leaving a remaining balance of \$294,741.63. There are sufficient funds from Measure M to cover this purchase order of \$81,000.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve a Purchase Order with the County of Los Angeles for the installation of nine (9) new traffic signal cabinets for the Las Tunas Drive – Live Oak Avenue Traffic Signals Synchronization Program ("TSSP"), in the amount of \$81,000, with a 10% contingency.

Approved:



Dominic Lazzaretto
City Manager

Attachment: General Services Agreement

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2021, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Arcadia, hereinafter referred to as the "City."

RECITALS:

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

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

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

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

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

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

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

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

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

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

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

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

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

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

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

10. Each County agent, officer or department performing any service for the

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

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

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

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

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2026, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2026, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2026, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

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

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

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

Executed this 8th day of June 2021.

The City of Arcadia,

By [Signature]
Mayor

ATTEST:

City Clerk

By [Signature] Deputy

THE COUNTY OF LOS ANGELES

By [Signature]
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer/Clerk
of the Board of Supervisors

By [Signature]
Deputy
6/8/2021

APPROVED AS TO FORM:

[Signature]
Stephen P. Deitsch
City Attorney
City of Arcadia

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA
County Counsel

By [Signature]
Senior Deputy





CITY OF ARCADIA

STAFF REPORT

FIRE DEPARTMENT

DATE: May 5, 2026

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Maria Lourdes Taylor, Sr. Management Analyst

SUBJECT: PURCHASE ORDER WITH WITTMAN ENTERPRISES, LLC FOR AMBULANCE BILLING AND COLLECTION SERVICES IN THE AMOUNT OF \$120,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

As an Emergency Medical Services (“EMS”) provider, the Arcadia Fire Department (“AFD”) provides ambulance transport and billing services. Ambulance billing services are a complex process that involve gathering patient insurance information, navigating through the Medicare and Medi-Cal systems for reimbursement, maintaining compliance with all levels of governmental regulations, and continuously training on the ever-changing health care laws and requirements. The Arcadia Fire Department currently utilizes a third-party billing and cost recovery services vendor to accomplish these tasks, and its agreement is due to expire at the end of Fiscal Year 2025-26.

To ensure the City continues to receive the highest quality of service and competitive collection results, the Arcadia Fire Department explored possible contract opportunities and determined that piggybacking on the City of Santa Ana’s “Ambulance and Paramedic Billing and Collection Services” contract with Wittman Enterprises, LLC, an EMS|MC Company (“Wittman”), best meets the City’s needs. Based on a flat rate of 3.75% of net collections per year, the new contract term will begin on July 1, 2026, and run through December 31, 2027, with three (3) optional one-year renewals (or through December 31, 2030). A flat rate of 3.75% of net collections would be a reduction from the 4.25% rate the City currently pays for this service.

It is recommended that the City Council approve a Purchase Order with Wittman Enterprises, LLC, for the provision of ambulance billing and collection services in the amount of \$120,000. Additionally, it is recommended that the City Council authorize the City Manager to approve any optional renewals and associated annual adjustments to the Purchase Order amount, provided they are consistent with the contract's net collection rate and that sufficient funds are available in the adopted Budget.

BACKGROUND

Annually, the City of Arcadia Fire Department has been receiving over 6,000 incident calls, with more than 70% (at least 4,200 calls) requiring emergency medical service. Ambulance transport charges, also called EMS fees, are the single largest revenue source for the Arcadia Fire Department. The revenues collected for these purposes depend primarily on the quantity of transported patients by the AFD and the type of services rendered to each patient. In July 2018, the City Council awarded a five-year agreement with Wittman for the provision of ambulance billing and collection services, with a maximum of three (3) one-year renewals. The current agreement has an annual net collection rate of 4.25%, with its term expiring at the end of this Fiscal Year. The "net collection rate" is the percentage charged by Wittman based on the actual ambulance payments it has collected on behalf of the City.

The City's Purchasing Policy allows for the use of other agencies' contracts to facilitate purchases, also known as "piggybacking", in its procurement process. Piggybacking is a form of intergovernmental cooperative purchasing in which a public agency uses an existing public contract to procure similar items or services. This method allows for savings in time, resources, and costs by leveraging another agency's successful competitive bidding process.

In August 2024, the City of Santa Ana issued a competitive Request for Proposals for "Ambulance and Paramedic Billing and Collection Services." In December 2024, the City of Santa Ana awarded a contract to Wittman (see attached copies of the executed Agreement with Wittman and its related staff report). The Arcadia Fire Department explored possible contract options, and it was determined that piggybacking on the City of Santa Ana's agreement would be the most advantageous option to meet the City's cost recovery needs. As part of its due diligence, AFD staff coordinated with Wittman and the City of Santa Ana's staff to verify that the agreement's terms,

conditions, and net collection rate are aligned with the City's operational and fiscal needs. This is best highlighted by the City of Santa Ana's competitive 3.75% net collection rate each year, for the initial contract term that took into effect on January 1, 2025, through December 31, 2027, with three (3) one-year extensions, or through December 31, 2030.

DISCUSSION

The new net collection rate of 3.75% offered by Wittman represents a reduction from the City's existing 4.25% rate, which improves Arcadia's cost recovery and provides a direct cost savings to the City. For reference, the projected FY 2026-27 ambulance billing revenues are \$3.2 million, with an estimated 3,500 billable EMS transports. Under these projections, the current 4.25% collection fees due to Wittman would have been \$136,000. Under the new 3.75% net collection rate, the collection fees would be reduced to \$120,000, or a \$16,000 savings to the City. The lower net collection rate will generate ongoing cost savings for the City by reducing the overall compensation paid to the vendor. This is a key advantage for the City as the overall transport volume has continued to expand with the addition of the Basic Life Support ("BLS") Peak Hours Ambulance Program in early 2024.

Wittman has been providing quality customer service to the City, and has optimized revenue recovery on behalf of the City for several years. Serving 140 public clients, Wittman has been providing industry-leading EMS billing services in California for 32 years, and is well-versed in the intricacies of California municipal ambulance billing programs. Wittman has also expanded its capability and resources to benefit their clients, such as enhanced billing and reporting software; more comprehensive client and patient portal systems; and direct access to its new consulting advisory group.

ENVIRONMENTAL ANALYSIS

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty that it will have no impact on the environment.

FISCAL IMPACT

Compensation for services paid to Wittman is contingent upon its successful collection of ambulance billing charges on behalf of the City. The proposed 3.75% net collection rate is lower than the current 4.25% rate, resulting in the City retaining a greater share of its collected EMS transport fees. For FY 2026-27, the projected ambulance billing revenues is \$3.2 million. With the new 3.75% net collection rate, Wittman’s payments are estimated at \$120,000. Compared to the current Fiscal Year’s 4.25% rate (\$136,000 in remittance fees), this represents approximately \$16,000 in cost savings.

Since compensation for this service is directly tied to a percentage of payments already collected, which may vary each year, it is recommended that the City Manager authorize the annual increases or adjustments to the Purchase Order amount for the duration of the contract term, including the optional three (3) one-year annual extensions.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and approve a Purchase Order with Wittman Enterprises, LLC for ambulance billing and collection services in the amount of \$120,000. Additionally, it is recommended that the City Council authorize the City Manager to approve any optional renewals and associated adjustments to the Purchase Order amount, consistent with the contract’s net collection rate, provided that sufficient funds are available in the adopted Budget.

Approved:



Dominic Lazzaretto
City Manager

- Attachment No. 1: Contract between the City of Santa Ana and Wittman
- Attachment No. 2: Staff Report from the City of Santa Ana (12/17/2024)
- Attachment No. 3: Acceptance Letter by Wittman to Piggyback Contract

INSURANCE ON FILE
WORK MAY PROCEED
UNTIL INSURANCE EXPIRES

04/30/25

CITY CLERK
DATE: JAN 06 2025

**CONSULTANT AGREEMENT
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 17th day of December, 2024 by and between Wittman Enterprises, LLC, a California Limited Liability company, (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

O: FMSA(i)
Robert Zubiate (KF)

RECITALS

- A. On August 22, 2024, the City issued a Request for Proposals No. 24-104 (“RFP”), by which it sought a consultant to provide ambulance and paramedic billing and collection services for the City’s Emergency Medical Services (EMS) and Emergency Medical Transport Services (EMTS) Programs.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that Consultant is able and willing to provide such services to the City described in the scope of work that was included in the RFP.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

- 1. Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.
- 2. At the sole discretion of the City (upon a writing to Consultant by City Manager or his/her designee and City Attorney), Consultant shall perform the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Optional Services – EXHIBIT B**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services as set forth in **EXHIBIT A**, a percentage fee of 3.75% of net collections obtained by Consultant for each contract year, including any extensions granted by the City.
- b. City agrees to pay, and Consultant agrees to accept as total payment for its optional

services the rates and charges as set forth in **EXHIBIT B**.

- c. Consultant shall bill for Emergency Medical Services at the rates established by City Council Resolution.
- d. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on January 1, 2025 for a three (3) year term with the option for the City to grant up to three (3) 1-year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

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 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.

6. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, and damages to property (including computer equipment), theft, or other misuse of City's data, infringement of intellectual property, invasion of privacy and breach of data, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
2. **Cyber Liability (CL):** Insurance, with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, and release of private information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
3. **Professional Liability Insurance (PL)** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.
4. **Workers' Compensation (WC)** as required by the State of California, with statutory limits, and Employer's Liability insurance with limits of no less than \$1,000,000 per accident, policy, employee, for bodily injury or disease.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above for any line of coverage, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The above required insurance policies are to contain or be endorsed to contain the following provisions:

1. City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under Company's CGL, CL, and PL policies, with respect to any liability arising out of work or operations performed by or on behalf of the Consultant.
2. Consultant's Insurance companies agree to waive all rights of subrogation against City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of the CGL, CL, PL, WC policies which arise from work performed by Consultant under this Agreement.
3. For any claims related to this contract, Consultant's insurance coverage shall be primary and any insurance maintained by City of Santa Ana, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. A severability of interest provision must apply for all the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: Finance and Management Services Agency, Executive Director, 20 Civic Center Plaza M-15, Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of the contract.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

Verification of Coverage

Consultant shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). Failure to obtain the required documents prior to the work beginning shall not waive City's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Failure to Maintain Insurance Coverage

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, for the entire term of this contract, the same shall be deemed a material breach of Agreement. City, at its sole option, may terminate this Agreement at any time and obtain damages from Company resulting from said breach.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. 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.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of

performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Kathryn Downs, CPA, Executive Director

Finance and Management Services Agency
City of Santa Ana
20 Civic Center Plaza (M-15)
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

Corinne Wittman-Wong, CEO
Wittman Enterprises, LLC
11093 Sun Center Drive
Rancho Cordova, California 95670

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

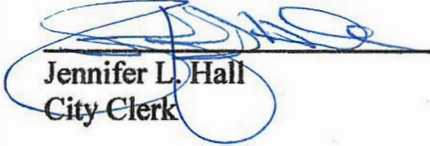
- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

{Signatures on Following Page}

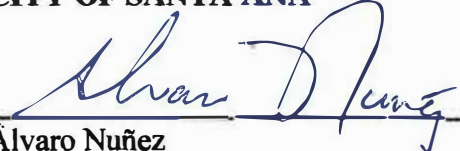
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA


Jennifer L. Hall
City Clerk



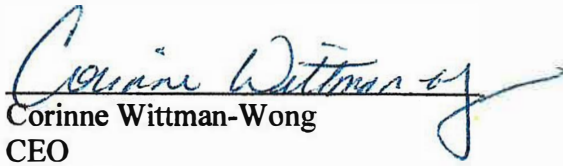

Álvaro Nuñez
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

WITTMAN ENTERPRISES, LLC:

By 
Andrea Garcia-Miller
Assistant City Attorney


Corinne Wittman-Wong
CEO
Tax ID# 68-0456021

RECOMMENDED FOR APPROVAL:



Kathryn Downs, CPA
Executive Director
Finance and Management Services Agency

EXHIBIT A

SCOPE OF SERVICES

General Requirements

1. Consultant shall be responsible for modifying their billing systems to capture all necessary data generated from the ambulance & paramedic billing and collection services program as an electronic file and provide a description of the electronic file needed to receive data transmitted from OCFA.
2. Consultant shall work with OCFA and their electronic Prehospital Care Report (ePCR) vendor to identify data input gaps, errors and other data needs, and describe a means of obtaining solutions to these problems.
3. Consultant must be able to accurately transfer all necessary information from the OCFA ImageTrend database, based on the information provided by the electronic OCFA's ePCR, and obtain any additional information needed that is not included in the ePCR for proper and correct invoicing.
4. Consultant must have the capability to fully integrate and support OCFA's selected ePCR application.
5. Consultant shall bill for emergency medical services in a timely manner, including but not limited to the billing of Medicare, Medical/Medicaid, private insurances, supplemental insurances, secondary insurances and workers' compensation carriers according to specific requirements.
6. Consultant shall provide to the City and the City's contracted collection agency, listings of accounts, which the company feels are uncollectable, through normal collection processes, for further action by the City and the City's contracted collection agency.
7. Contactor must be able to forward and work with the City's contracted collection agency on listings of uncollectable accounts.
8. Consultant shall have the ability to handle third-party payer submission inquiries regarding insurance claims.
9. Consultant must work with County of Orange and perform screening of all medically indigent patients.
10. Consultant shall process all customer payments in accordance with the applicable Payment Card Industry (PCI) security requirements.
11. Consultant shall research and follow-up on all accounts with inadequate billing information. This shall include the following at minimum:
 - a. Contact OCFA and/or Falck dba Care Ambulance for missing and/ or incomplete

information, which may be found in their records;

- b. Contact receiving hospital for missing and/ or incomplete billing information needed from the admitting/ registration records;
 - c. Contact patient family members or emergency contacts for information;
 - d. Refer to zip code/ street directories for incomplete/missing address information; and/or
 - e. Mail inquiries to the patient.
12. Consultant shall have the ability to cross reference patient files in various methods (i.e. Last Name, Social Security Number, Service or Residence Address, Date of Birth, Date of Service, etc.).
 13. Consultant shall have the ability to receive patient care documentation on paper and electronically.
 14. Consultant shall maintain updated and current technology that will continuously provide the highest level of reimbursement and customer service possible.
 15. Consultant must meet or exceed mutually agreed upon collection targets.
 16. Consultant must instruct customers to submit all payments to Consultant, and not the City of Santa Ana.
 17. Consultant shall collect and deposit payments on no less than a weekly basis, within three (3) days following receipt of payment.

Customer Service Requirements

1. Consultant shall designate a single manager for the City's account, who will be the City's primary contact with their agency.
2. Consultant shall provide all supplies, equipment, personnel, computer software and hardware, billing forms, insurance forms, lien forms, envelopes, postage and supplies necessary to administer, on a day-to-day basis, the City's EMS billing and accounts receivable functions.
3. The company shall provide all billing statements in English and Spanish, and maintain a necessary staff of bilingual account representatives.
4. Consultant shall provide excellent customer service to citizens of Santa Ana who have billing questions or problems, by providing a nationwide toll-free phone number and an email address so individuals with questions or requiring assistance with invoices, may contact the company directly at no additional cost to the City.
5. Consultant shall have demonstrated experience and ability to act as the City's authorized agent for liaising on the City's behalf with the Centers for Medicare Services and/or their designated agents as well as associated state agencies.

6. Consultant shall have demonstrated experience and ability to act as the City's authorized agent for liaising with the City's contract EMS provider (OCFA).

Records and Reports

1. Consultant shall maintain complete records of each bill, including all correspondence, documents, account records, transactions and a detailed log of all payments. These records shall be retained for a minimum of three (3) years.
 - a. Consultant shall provide the City with electronic access to these billing records.
2. Consultant shall maintain records that are in accordance with the Generally Accepted Accounting Principles (GAAP). The Proposer agrees that all account files are the property of the City and will relinquish them to the City at the termination of the contract.
3. Consultant shall provide monthly finance, billing, account receivable aging reports, billing summaries, details for current month invoicing, current write-off, refund reports (including pending refunds), detail of monthly receipts account reconciliation, and any additional reports that the City may need or request, in the specific format requested.
4. Upon request, Consultant shall make all books and records available to both internal and external auditors.
5. Consultant shall provide annual and semi-annual EMS revenue collection projections to City staff upon request.
6. Consultant will conduct ePCR documentation training and/or workshops for personnel associated with the Orange County Fire Authority and the City's ground emergency transport provider to enhance cost recovery efficiencies. This includes (4) hours of teleconference, webinar, or Zoom-facilitated training, and (6) hours for Santa Ana EMS Management. Additional and onsite training as requested by the City of Santa Ana will be at the contracted rate of \$125 per hour (personnel rate) plus associated travel expenses.

Compliance

1. Consultant must comply with all applicable provisions and specifications of the Health Insurance Portability and Accountability Act (HIPAA), as well as other federal, state, and local statutes and regulations addressing patient privacy issues throughout the term of the contract.
2. Consultant shall maintain proficiency and comply with all statutory, regulatory, and other legal requirements, including amendments to such requirements, which impact billing, reimbursement and/or collections for EMS and release of private medical information.
3. Consultant agrees to cooperate with the City regarding the handling of accounts. These accounts may be included, but are not limited to accounts of the specific age classifications, handicapped, and certain dependent situations.
4. Consultant shall provide regular and continuous education and training for Consultant's staff, updating them immediately on all changes in the industry or government regulations that may have an impact on services being provided to the City. Consultant will extend education and

training to City staff to support in the development of policies pertaining to billing and collections, as well as hardship guidelines.

Meetings

1. Consultant must meet with City staff upon execution of contract to discuss goals of the relationship, the services to be provided, and other topics relevant to the ambulance & paramedic billing and collection services program.
2. Consultant agrees to meet with the City routinely and on request to discuss problems, special needs, future changes, and updates in software, technology, statistical data requests, or other relevant issues.

EXHIBIT B

SCOPE OF OPTIONAL SERVICES

A. City Paramedic Subscription Program

City at the sole discretion of the City Manager and City Attorney shall have the option to transfer the promotion and administration of the City's Paramedic Subscription Program to Consultant under the following terms:

1. As a condition to participation in Consultant's optional City Paramedic Subscription Program and to ensure that City is compliant with Medicare guidelines on subscription fees, City shall impose a minimum paramedic services subscription fee of not less than \$70.00.
2. City shall thereafter inform Consultant in writing of City's decision to participate in Consultant's optional City Paramedic Subscription Program within the time-frame parameters set forth in Section 9, below.
3. Upon receipt of City's written decision to participate in Optional City Paramedic Subscription Program, Consultant shall assist City in generating and formatting an initial mass mailer to solicit participation by residents of the City of Santa Ana in the paramedic services subscription program, to be mailed by the City. Consultant shall assist in generating and formatting a renewal paramedic services subscription program mailer and will assist in formatting that mailer for mass mailing. Basic mailer and renewal mailer shall include a multi-color, double-sided City Paramedic Subscription Program solicitation letter/application, and prepaid return envelope. Use of additional colors, inserts, or enclosures may be added at the direction of the City. Consultant's cost shall reflect increased service costs, materials, and postage. Consultant shall prepare a statement of additional costs per mailing piece for approval by City prior to incurring additional costs.
4. City shall generate the initial mass mailing list from residential billing accounts listed in the City's Municipal Utility Billing System database for the most current billing period applicable. The Mailing List shall be comprised of all residential paramedic billing accounts in the City's Municipal Utility Billing System. Consultant shall annually, not less than sixty (60) days prior to the expiration of each registered City Paramedic Subscription Program member, send a renewal mailer/renewal application to such subscriber; and collect all Paramedic Subscription Program applications and membership fees remitted. City agrees to pay the cost of mailing materials and the postage charges associated to mailing said renewal mailers/applications including prepaid return envelope.
5. Consultant shall thereafter, on an on-going basis send an initial paramedic services subscription program mailer to any non-subscription paramedic service recipient with hardship requests and/or private pay installment discussions occurring by telephone between the patient and Consultant's customer service agent. City agrees to pay the cost of mailing materials and the postage charges associated to mailing said mailers/applications including prepaid return envelope.

6. Consultant shall receive and process each subscription application by adding the member to Consultant's system and posting the payment. This database will be used to identify any subscription member that may be transported upon the input to Consultant's billing system. City will receive separate monthly reports for the subscription program.
7. Fees. The City agrees to pay the cost of designing and distributing any marketing or outreach materials, mailing materials and the postage charges associated to distributing the mailers including prepaid return envelopes. Consultant agrees no other fees may be charged to City beyond the 3.75% of net collections from each subscription payment collected.

B. Implementation of EMS Treat-No-Transport Call and First Responder Call Fees

The City, by a Resolution of the City Council, may impose fees associated with EMS Treat-No-Transport calls and First Responder calls at any point during the term of this agreement. If such fees become active during the initial term, the City will notify the Consultant in writing and agrees to pay to Consultant a percentage fee of 3.75% of net collections obtained by Consultant for each initial contract year. The City and Consultant agree to negotiate a revised percentage of net collections for the following extension years but in no event may the revised percentage exceed 8% of net collections.



City of Santa Ana
20 Civic Center Plaza, Santa Ana, CA 92701
Staff Report
December 17, 2024

TOPIC: Ambulance and Paramedic Billing and Collection Services

AGENDA TITLE

Agreement with Wittman Enterprises, LLC for Ambulance and Paramedic Billing and Collection Services (Specification No. 24-104) (General Fund)

RECOMMENDED ACTION

Authorize the City Manager to execute an agreement with Wittman Enterprises, LLC to provide ambulance and paramedic/medical billing and collection recovery services, based on a contingent collection fee rate of 3.75%, for a term beginning January 1, 2025 and expiring December 31, 2027, with provisions for three optional one-year extensions (Agreement No. A-2024-XXX).

GOVERNMENT CODE §84308 APPLIES: Yes

DISCUSSION

The Treasury and Customer Service Division of the Finance and Management Services Agency ("FMSA") is responsible for the administration of the City's ambulance/paramedic billing and cost recovery services. The primary tasks include the following:

- Assure the City is reimbursed in a timely manner for emergency medical services ("EMS") and transport provided through the City's contracts with the Orange County Fire Authority ("OCFA") and Falck dba Care Ambulance Services ("CARE").
- Maximize the legal cost recovery to the City from all resources, including but not limited to, Medicare, Medi-Cal, Private Insurance, and Private Pay for the EMS and transport provided.
- Manage provider compliance with Medicare and Medi-Cal to ensure the City has a record of clean claims and a history of proper billing.
- Supply comprehensive revenue recovery involving appeal of Medicare, Medi-Cal, and private insurance denials, researching all private pays to find viable insurance, and working with patients to arrange alternate methods of repayment.
- Help coordinate patient participation in the City's paramedic subscription program with other insurance coverage payments.
- Support the City's efforts in the upcoming contract cycle to develop policies pertaining to billing and collection efforts, as well as hardship guidelines. These

efforts will incorporate standard and accepted industry practices to ensure compliance with the most recent legislation.

EMS billing and collections is a complex service that entails gathering patient insurance information, processing Medicare and Medi-Cal claims for reimbursement, continuously training on governmental regulatory requirements, and maintaining compliance with dynamic health care laws and regulations. The tasks listed above are accomplished using a third-party billing and collection recovery service provider.

Request for Proposals (RFP) 24-104 was issued on August 22, 2024 on the City's online bid management and publication system. A summary of vendor participation and results is as follows:

- 351 Vendors notified
- 1 Santa Ana vendor notified
- 20 Vendors downloaded the RFP packet
- 3 Proposals received
- 0 Proposals received from Santa Ana vendors

Proposals were solicited, opened on September 26, 2024, and evaluated. Three proposals were submitted by the RFP deadline and all three were determined to be responsive to the specifications and meet the City's requirements. An evaluation committee reviewed and rated the proposals according to the criteria listed in the RFP. The following summarizes the responding firms and their rankings:

Firm	Location	Rank
Wittman Enterprises, LLC	Rancho Cordova, CA	1
Digitech	Chappaqua, NY	2
GeBBS Healthcare Solutions, Inc.	Culver City, CA	3

The evaluation committee of three City FMSA staff members evaluated proposals in accordance with the RFP criteria, and determined that Wittman Enterprises, LLC best met the City's specifications, demonstrated vast experience working in this field, and has the capacity to meet the City's current and future needs.

Staff recommends the selection of Wittman due to its extensive experience and its specialty with invoicing, categorizing, recording, monitoring, supervising, and managing of ambulance billing and EMS cost recovery systems and services. Furthermore, staff is confident in Wittman's capability to promote, administer, and collect on the City's Paramedic Subscription Program if that optional service is triggered.

For the City Council's knowledge, the Paramedic Subscription Program is currently managed by the Treasury and Customer Services Division. The Program is voluntary and provides coverage of emergency paramedic services within the City of Santa Ana to permanent residents at the cost of one annual subscription fee, presently \$70. The

subscription fee, included as part of the Miscellaneous Fee Schedule, may be changed by the City Council in compliance with certain Medicare guidelines.

Lastly, for the City Council's knowledge, Wittman Enterprises has provided their clients complete ambulance billing services in compliance with current local, state, and federal laws and statutes since 1991. Additionally, Wittman presently provides services to more than 140 public EMS clients in California, including 12 cities in Orange County such as Santa Ana's neighboring cities of Anaheim, Orange, Costa Mesa, and Fountain Valley.

ENVIRONMENTAL IMPACT

There is no environmental impact associated with this action.

FISCAL IMPACT

Payment for services is contingent upon successful collection; Wittman will share in the total revenue recovered from their billing/collection efforts and paid from the Fire Suppression / EMS Contract Services Professional account (no. 01115330-62300).

Revenues generated as a result of this agreement will be as follows:

- Paramedic Subscription Fee (Ambulance Transport) – 01115002 - 53509
- Paramedic Services Charge (Paramedic Subscription Program) – 01115002 - 53510

EXHIBIT(S)

1. Consultant Agreement for Wittman Enterprises, LLC
2. RFP No. 24-104

Submitted By: Kathryn Downs, FMSA Executive Director

Approved By: Alvaro Nuñez, City Manager

**CONSULTANT AGREEMENT
CITY OF SANTA ANA**

THIS AGREEMENT is made and entered into on this 17th day of December, 2024 by and between Wittman Enterprises, LLC, a California Limited Liability company, (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On August 22, 2024, the City issued a Request for Proposals No. 24-104 (“RFP”), by which it sought a consultant to provide ambulance and paramedic billing and collection services for the City’s Emergency Medical Services (EMS) and Emergency Medical Transport Services (EMTS) Programs.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that Consultant is able and willing to provide such services to the City described in the scope of work that was included in the RFP.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

- 1. Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.
- 2. At the sole discretion of the City (upon a writing to Consultant by City Manager or his/her designee and City Attorney), Consultant shall perform the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Optional Services – EXHIBIT B**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services as set forth in **EXHIBIT A**, a percentage fee of 3.75% of net collections obtained by Consultant for each contract year, including any extensions granted by the City.
- b. City agrees to pay, and Consultant agrees to accept as total payment for its optional

services the rates and charges as set forth in **EXHIBIT B**.

- c. Consultant shall bill for Emergency Medical Services at the rates established by City Council Resolution.
- d. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. City and Consultant agree that all payments due and owing under this Agreement shall be made through Automated Clearing House (ACH) transfers. Consultant agrees to execute the City's standard ACH Vendor Payment Authorization and provide required documentation. Upon verification of the data provided, the City will be authorized to deposit payments directly into Consultant's account(s) with financial institutions. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on January 1, 2025 for a three (3) year term with the option for the City to grant up to three (3) 1-year renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

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 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.

6. INSURANCE

Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, and damages to property (including computer equipment), theft, or other misuse of City's data, infringement of intellectual property, invasion of privacy and breach of data, which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, or employees.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
2. **Cyber Liability (CL):** Insurance, with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, and release of private information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
3. **Professional Liability Insurance (PL)** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.
4. **Workers' Compensation (WC)** as required by the State of California, with statutory limits, and Employer's Liability insurance with limits of no less than \$1,000,000 per accident, policy, employee, for bodily injury or disease.

If Consultant maintains broader coverage and/or higher limits than the minimums shown above for any line of coverage, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Other Insurance Provisions

The above required insurance policies are to contain or be endorsed to contain the following provisions:

1. City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under Company's CGL, CL, and PL policies, with respect to any liability arising out of work or operations performed by or on behalf of the Consultant.
2. Consultant's Insurance companies agree to waive all rights of subrogation against City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of the CGL, CL, PL, WC policies which arise from work performed by Consultant under this Agreement.
3. For any claims related to this contract, Consultant's insurance coverage shall be primary and any insurance maintained by City of Santa Ana, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. A severability of interest provision must apply for all the additional insureds, ensuring that Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: Finance and Management Services Agency, Executive Director, 20 Civic Center Plaza M-15, Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by City. City may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A-:VII, unless otherwise acceptable to City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of the contract.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Consultant must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

Verification of Coverage

Consultant shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). Failure to obtain the required documents prior to the work beginning shall not waive City's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Failure to Maintain Insurance Coverage

If Consultant, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, for the entire term of this contract, the same shall be deemed a material breach of Agreement. City, at its sole option, may terminate this Agreement at any time and obtain damages from Company resulting from said breach.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. 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.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of

performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Kathryn Downs, CPA, Executive Director

Finance and Management Services Agency
City of Santa Ana
20 Civic Center Plaza (M-15)
P.O. Box 1988
Santa Ana, California 92702

To Consultant:

Corinne Wittman-Wong, CEO
Wittman Enterprises, LLC
11093 Sun Center Drive
Rancho Cordova, California 95670

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

{Signatures on Following Page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Jennifer L. Hall
City Clerk


Alvaro Nufiez
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

WITTMAN ENTERPRISES, LLC:

By 
Andrea Garcia-Miller
Assistant City Attorney


Corinne Wittman-Wong
CEO
Tax ID# 68-0456021

RECOMMENDED FOR APPROVAL:


Kathryn Downs (Dec 2, 2024 13:56 PST)
Kathryn Downs, CPA
Executive Director
Finance and Management Services Agency

EXHIBIT A

SCOPE OF SERVICES

General Requirements

1. Consultant shall be responsible for modifying their billing systems to capture all necessary data generated from the ambulance & paramedic billing and collection services program as an electronic file and provide a description of the electronic file needed to receive data transmitted from OCFA.
2. Consultant shall work with OCFA and their electronic Prehospital Care Report (ePCR) vendor to identify data input gaps, errors and other data needs, and describe a means of obtaining solutions to these problems.
3. Consultant must be able to accurately transfer all necessary information from the OCFA ImageTrend database, based on the information provided by the electronic OCFA's ePCR, and obtain any additional information needed that is not included in the ePCR for proper and correct invoicing.
4. Consultant must have the capability to fully integrate and support OCFA's selected ePCR application.
5. Consultant shall bill for emergency medical services in a timely manner, including but not limited to the billing of Medicare, Medical/Medicaid, private insurances, supplemental insurances, secondary insurances and workers' compensation carriers according to specific requirements.
6. Consultant shall provide to the City and the City's contracted collection agency, listings of accounts, which the company feels are uncollectable, through normal collection processes, for further action by the City and the City's contracted collection agency.
7. Contactor must be able to forward and work with the City's contracted collection agency on listings of uncollectable accounts.
8. Consultant shall have the ability to handle third-party payer submission inquiries regarding insurance claims.
9. Consultant must work with County of Orange and perform screening of all medically indigent patients.
10. Consultant shall process all customer payments in accordance with the applicable Payment Card Industry (PCI) security requirements.
11. Consultant shall research and follow-up on all accounts with inadequate billing information. This shall include the following at minimum:
 - a. Contact OCFA and/or Falck dba Care Ambulance for missing and/ or incomplete

information, which may be found in their records;

- b. Contact receiving hospital for missing and/ or incomplete billing information needed from the admitting/ registration records;
 - c. Contact patient family members or emergency contacts for information;
 - d. Refer to zip code/ street directories for incomplete/ missing address information; and/or
 - e. Mail inquiries to the patient.
12. Consultant shall have the ability to cross reference patient files in various methods (i.e. Last Name, Social Security Number, Service or Residence Address, Date of Birth, Date of Service, etc.).
 13. Consultant shall have the ability to receive patient care documentation on paper and electronically.
 14. Consultant shall maintain updated and current technology that will continuously provide the highest level of reimbursement and customer service possible.
 15. Consultant must meet or exceed mutually agreed upon collection targets.
 16. Consultant must instruct customers to submit all payments to Consultant, and not the City of Santa Ana.
 17. Consultant shall collect and deposit payments on no less than a weekly basis, within three (3) days following receipt of payment.

Customer Service Requirements

1. Consultant shall designate a single manager for the City's account, who will be the City's primary contact with their agency.
2. Consultant shall provide all supplies, equipment, personnel, computer software and hardware, billing forms, insurance forms, lien forms, envelopes, postage and supplies necessary to administer, on a day-to-day basis, the City's EMS billing and accounts receivable functions.
3. The company shall provide all billing statements in English and Spanish, and maintain a necessary staff of bilingual account representatives.
4. Consultant shall provide excellent customer service to citizens of Santa Ana who have billing questions or problems, by providing a nationwide toll-free phone number and an email address so individuals with questions or requiring assistance with invoices, may contact the company directly at no additional cost to the City.
5. Consultant shall have demonstrated experience and ability to act as the City's authorized agent for liaising on the City's behalf with the Centers for Medicare Services and/or their designated agents as well as associated state agencies.

6. Consultant shall have demonstrated experience and ability to act as the City's authorized agent for liaising with the City's contract EMS provider (OCFA).

Records and Reports

1. Consultant shall maintain complete records of each bill, including all correspondence, documents, account records, transactions and a detailed log of all payments. These records shall be retained for a minimum of three (3) years.
 - a. Consultant shall provide the City with electronic access to these billing records.
2. Consultant shall maintain records that are in accordance with the Generally Accepted Accounting Principles (GAAP). The Proposer agrees that all account files are the property of the City and will relinquish them to the City at the termination of the contract.
3. Consultant shall provide monthly finance, billing, account receivable aging reports, billing summaries, details for current month invoicing, current write-off, refund reports (including pending refunds), detail of monthly receipts account reconciliation, and any additional reports that the City may need or request, in the specific format requested.
4. Upon request, Consultant shall make all books and records available to both internal and external auditors.
5. Consultant shall provide annual and semi-annual EMS revenue collection projections to City staff upon request.
6. Consultant will conduct ePCR documentation training and/or workshops for personnel associated with the Orange County Fire Authority and the City's ground emergency transport provider to enhance cost recovery efficiencies. This includes (4) hours of teleconference, webinar, or Zoom-facilitated training, and (6) hours for Santa Ana EMS Management. Additional and onsite training as requested by the City of Santa Ana will be at the contracted rate of \$125 per hour (personnel rate) plus associated travel expenses.

Compliance

1. Consultant must comply with all applicable provisions and specifications of the Health Insurance Portability and Accountability Act (HIPAA), as well as other federal, state, and local statutes and regulations addressing patient privacy issues throughout the term of the contract.
2. Consultant shall maintain proficiency and comply with all statutory, regulatory, and other legal requirements, including amendments to such requirements, which impact billing, reimbursement and/or collections for EMS and release of private medical information.
3. Consultant agrees to cooperate with the City regarding the handling of accounts. These accounts may be included, but are not limited to accounts of the specific age classifications, handicapped, and certain dependent situations.
4. Consultant shall provide regular and continuous education and training for Consultant's staff, updating them immediately on all changes in the industry or government regulations that may have an impact on services being provided to the City. Consultant will extend education and

training to City staff to support in the development of policies pertaining to billing and collections, as well as hardship guidelines.

Meetings

1. Consultant must meet with City staff upon execution of contract to discuss goals of the relationship, the services to be provided, and other topics relevant to the ambulance & paramedic billing and collection services program.
2. Consultant agrees to meet with the City routinely and on request to discuss problems, special needs, future changes, and updates in software, technology, statistical data requests, or other relevant issues.

EXHIBIT B

SCOPE OF OPTIONAL SERVICES

A. City Paramedic Subscription Program

City at the sole discretion of the City Manager and City Attorney shall have the option to transfer the promotion and administration of the City's Paramedic Subscription Program to Consultant under the following terms:

1. As a condition to participation in Consultant's optional City Paramedic Subscription Program and to ensure that City is compliant with Medicare guidelines on subscription fees, City shall impose a minimum paramedic services subscription fee of not less than \$70.00.
2. City shall thereafter inform Consultant in writing of City's decision to participate in Consultant's optional City Paramedic Subscription Program within the time-frame parameters set forth in Section 9, below.
3. Upon receipt of City's written decision to participate in Optional City Paramedic Subscription Program, Consultant shall assist City in generating and formatting an initial mass mailer to solicit participation by residents of the City of Santa Ana in the paramedic services subscription program, to be mailed by the City. Consultant shall assist in generating and formatting a renewal paramedic services subscription program mailer and will assist in formatting that mailer for mass mailing. Basic mailer and renewal mailer shall include a multi-color, double-sided City Paramedic Subscription Program solicitation letter/application, and prepaid return envelope. Use of additional colors, inserts, or enclosures may be added at the direction of the City. Consultant's cost shall reflect increased service costs, materials, and postage. Consultant shall prepare a statement of additional costs per mailing piece for approval by City prior to incurring additional costs.
4. City shall generate the initial mass mailing list from residential billing accounts listed in the City's Municipal Utility Billing System database for the most current billing period applicable. The Mailing List shall be comprised of all residential paramedic billing accounts in the City's Municipal Utility Billing System. Consultant shall annually, not less than sixty (60) days prior to the expiration of each registered City Paramedic Subscription Program member, send a renewal mailer/renewal application to such subscriber; and collect all Paramedic Subscription Program applications and membership fees remitted. City agrees to pay the cost of mailing materials and the postage charges associated to mailing said renewal mailers/applications including prepaid return envelope.
5. Consultant shall thereafter, on an on-going basis send an initial paramedic services subscription program mailer to any non-subscription paramedic service recipient with hardship requests and/or private pay installment discussions occurring by telephone between the patient and Consultant's customer service agent. City agrees to pay the cost of mailing materials and the postage charges associated to mailing said mailers/applications including prepaid return envelope.

6. Consultant shall receive and process each subscription application by adding the member to Consultant's system and posting the payment. This database will be used to identify any subscription member that may be transported upon the input to Consultant's billing system. City will receive separate monthly reports for the subscription program.
7. Fees. The City agrees to pay the cost of designing and distributing any marketing or outreach materials, mailing materials and the postage charges associated to distributing the mailers including prepaid return envelopes. Consultant agrees no other fees may be charged to City beyond the 3.75% of net collections from each subscription payment collected.

B. Implementation of EMS Treat-No-Transport Call and First Responder Call Fees

The City, by a Resolution of the City Council, may impose fees associated with EMS Treat-No-Transport calls and First Responder calls at any point during the term of this agreement. If such fees become active during the initial term, the City will notify the Consultant in writing and agrees to pay to Consultant a percentage fee of 3.75% of net collections obtained by Consultant for each initial contract year. The City and Consultant agree to negotiate a revised percentage of net collections for the following extension years but in no event may the revised percentage exceed 8% of net collections.






Wittman Consultant Agreement - CAO signed 12-02-2024(456648.1)

Final Audit Report

2024-12-02

Created:	2024-12-02
By:	Kristin Andrade (kandrade@santa-ana.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAWI8W0uAm-CaSE11yFAe1dDEtb5o0tFkl

"Wittman Consultant Agreement - CAO signed 12-02-2024(456648.1)" History

-  Document created by Kristin Andrade (kandrade@santa-ana.org)
2024-12-02 - 8:54:24 PM GMT
-  Document emailed to Kathryn Downs (kdowns@santa-ana.org) for signature
2024-12-02 - 8:55:04 PM GMT
-  Email viewed by Kathryn Downs (kdowns@santa-ana.org)
2024-12-02 - 9:55:53 PM GMT
-  Document e-signed by Kathryn Downs (kdowns@santa-ana.org)
Signature Date: 2024-12-02 - 9:56:05 PM GMT - Time Source: server
-  Agreement completed.
2024-12-02 - 9:56:05 PM GMT

REQUEST FOR PROPOSALS NO. 24-104

FOR

**AMBULANCE & PARAMEDIC BILLING AND
COLLECTION SERVICES**



CITY OF SANTA ANA

KEY RFP DATES: *The schedule below is tentative and subject to change at the discretion of City, with appropriate notice to prospective Proposers.*

Issue Date: Thursday, August 22, 2024
Deadline for Questions: Thursday, August 29, 2024, 4:00 P.M.
Proposal Due Date: Thursday, September 26, 2024, 4:00 P.M.



CITY OF SANTA ANA

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EXHIBITS

Exhibits provided herein for Proposers' reference only.

EXHIBIT I – SCOPE OF SERVICES

EXHIBIT II – SAMPLE AGREEMENT

ATTACHMENTS

- A PROPOSER'S CERTIFICATION, PROPOSAL ITEM PRICING
- B REFERENCES
- C PROPOSER'S STATEMENT
- D NON-COLLUSION AFFIDAVIT
- E NON-LOBBYING CERTIFICATION
- F NON-DISCRIMINATION CERTIFICATION



CITY OF SANTA ANA

A. BACKGROUND

The City of Santa Ana, California, is rich in culture and pride, the county seat of Orange County, and encompasses an area of approximately 27 square miles. The City of Santa Ana contracts with the Orange County Fire Authority (OCFA) to provide primary response for fire suppression and Emergency Medical Services (EMS). The City also contracts with a private ambulance provider to provide emergency medical transport; the current contractor for ambulance service is Falck dba CARE Ambulance. The City's current EMS billing and collection service provider is Wittman Enterprises, LLC. In addition, the City maintains a paramedic subscription program that is available to residents to help offset the cost of ambulance transport.

For more information, please visit <https://www.santa-ana.org/>

B. OVERVIEW OF PROJECT

The City of Santa Ana (City) is seeking proposals from qualified firms and organizations (Proposers) to provide ambulance & paramedic billing and collection services for EMS. The City seeks an experienced and effective Contractor that minimizes City costs, maximizes the use of available technology, provides excellent client and customer service, and performs thorough and complete paramedic billing and cost recovery. The City wishes to create efficiencies and make improvements wherever possible, and take advantage of new technologies. It is the City's intent to maintain all emergency medical and ambulance transportation billing with one institution to maximize systems and minimize administrative costs.

The City currently transports approximately 16,000+ patients per year through its third-party ambulance provider. The current payer mix consists of the following:

Medicare/Medicare HMO	27.56%
Medi-Cal/HMO	31.71%
Commercial Insurance	5.06%
Private Pay	35.48%

See EXHIBIT I for complete Scope of Services.

The term "Vendor", "Proposer", "Firm", "Consultants", and "Contractor" shall refer to any legal entity or entities submitting a proposal in response to this Request for Proposals (RFP).

C. TERM OF AGREEMENT

The anticipated term of the agreement is for an initial period of three (3) years. The City may, at its discretion, extend the agreement with the same or more limited scope of required services for two (2) additional one (1) year periods, upon mutual agreement contingent upon City Council approval, or City Manager or City Attorney authorization, as appropriate. The total term of the awarded agreement shall not exceed five (5) years.

Usage is not guaranteed. Execution of an agreement between the City and successful firm(s) and/or individual(s) does not guarantee work throughout the duration of the contract period. Numerous factors will be evaluated by the City in its delivery of project and assignments, including technical expertise required.



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Transition Period: The successful Proposer/Contractor shall facilitate a transition for the City from the current ambulance & paramedic billing and collection services company to the new company within a 6-month period from January 1, 2025 to June 30, 2025. In the event the incumbent provider is the successful Proposer/Contractor the term of contract will commence January 1, 2025.

D. MINIMUM QUALIFICATIONS

- 1) Contractor must have been in business continuously for the most recent five (5) years prior to the date of this RFP.
- 2) Minimum three (3) most recent years of experience performing similar services to other government agencies, preferably municipalities, as those detailed in the Scope of Services section of this RFP.
- 3) The Proposer must have expertise needed to correctly invoice for services specified herein to Medicare/Medicaid HMO, commercial insurance companies, and private pay individuals, based on the City's fee schedule and the City's Paramedic Subscription Program.

E. RESPONSE TO RFP

A. SUBMITTAL INSTRUCTIONS

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the RFP due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the City's Bid Management System, PlanetBids. No other form of submittal will be accepted.

PlanetBids will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully. Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=20137>.

Proposer shall be solely responsible for informing itself with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned Buyer. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Proposals shall NOT be sent via telegraphic, electronic, or facsimile means.

All notifications, updates and addenda will be posted online on PlanetBids at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.



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B. COMMUNICATION / CONTACT WITH CITY STAFF

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned Project Coordinator(s), and no other City staff about this RFP from the date this RFP is issued until a contract is awarded. The City will provide all official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the designated Project Manager(s).

C. REQUEST FOR INFORMATION OR CLARIFICATION / QUESTIONS

Questions regarding this RFP shall be submitted via PlanetBids. Responses to all questions will be posted on PlanetBids no later than the date and time shown at the schedule of key RFP dates on the cover page of this RFP. All prospective Proposers are advised to visit PlanetBids on a regular basis as responses may be posted earlier than the date above (if applicable). No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this RFP, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following:

Jacques Lam
Buyer
Email: jlam@santa-ana.org

D. EXCEPTIONS

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications. Should the Proposer be considered for award recommendation and progress into the negotiations phase, the requests for exceptions or modifications to the City's terms and conditions will be discussed at that time. The City will not accept any requests after the deadline for questions and reserves the right to reject or strike any requests for exceptions or additional terms and conditions related to Agreement, RFP, and insurance and indemnification terms and conditions.

E. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's PlanetBids system, <https://www.planetbids.com/portal/portal.cfm?CompanyID=20137>. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation.



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F. UNDERSTANDING PROPOSAL

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of the RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document shall be submitted to the City by the deadline to submit requests for information or clarification/questions set forth herein.

G. PROPOSAL CONTENTS

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, photographs etc., are not necessary or desired. Emphasis should be concentrated on conformance to RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content. Digital dividers and clear organization of content and material are encouraged.

1. Statement of Qualifications (SOQ)

SOQ must include a Table of Contents and be limited to a **maximum of 20 pages** (excluding City's required Certifications listed in Section VIII below; Proposal Cover Letter, section dividers, table of contents, front/back cover pages). The page limitation includes all appendices, attachments, and supplemental information. Additionally, SOQ must include the following:

a. Cover Letter

Proposals shall include a letter signed by a principal or authorized representative who can make legally binding commitments for the entity. Include type of business entity. Cover Letter shall not exceed one page.

Cover letter must be addressed to the following City Project Manager:

Alejandra Gutierrez, Treasury & Customer Services Manager
City of Santa Ana – Finance & Management Services
20 Civic Center Plaza
Santa Ana, CA 92701

b. Services Provided

A description of proposed services to be provided and how they meet the needs of the City as described in **Exhibit I – Scope of Services**.

c. Agreement Statement

Proposal shall include a statement outlining your concurrence or reference to concerns previously submitted with any and all provisions as contained in **EXHIBIT II – Sample Agreement** of this RFP (if any).

d. Firm and Team Experience

Proposal shall include a profile of the firm's experience including the following:



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- i. A general description of the firm, including size and number of employees working directly with the City on this agreement.
- ii. Firm's nearest address serving the City of Santa Ana and headquarters address.
- iii. Name and contact information of the supervising Project Manager/Principal Agent, to be assigned to the agreement. The Project Manager/Principal Agent shall be the primary contact person to represent your firm and will be the person to conduct the presentation, if invited to an interview.
- iv. Describe the qualifications of the firm, key staff, and sub-contractors performing projects within the past five (5) years that are similar in size and scope to demonstrate competence to perform these services.
- v. List all business names to which Proposer provides ambulance & paramedic billing and collection services for EMS Services in the County of Orange.
- vi. Provide a list of current and previous contracts awarded to Proposer for the provision of similar services to the requirements for the City of Santa Ana. Include all public agencies served. For each, provide a brief description of the SOS, length of time Proposer has been providing services, and name, title and telephone number of the person who may be contacted regarding the firm's service record.
- vii. Provide information regarding their organization's experience with ePCR software, specifically ImageTrend, including a complete list of their customers utilizing ePCRs and the name and contact information of the software companies utilized.
- viii. Include a complete package describing billing and collections, follow-up, account posting, and accounts receivable reconciliation and reporting services.
- ix. Provide copies of Proposer's ethical standards, confidentiality policies, managerial philosophy, customer service standards and standards of service quality. State manner in which Proposer ensures these standards will be evaluated and maintained. The materials may include, but are not limited to:
 - a. Membership in and/or good standing with an organization that is devoted to ensuring high standards of customer service and consumer protection, such as the Better Business Bureau.
 - b. Membership in and/or good standing with a professional organization devoted to encouraging and maintaining ethical or service standards.
 - c. Evidence of training and education in customer service, maintaining quality standards and/or maintaining quality standards received by the firm, its employees and its subcontractors.
 - d. Letters of recommendation from customers and contracting agencies.



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- e. Copies of instructional material used to ensure employee adherence to ethical, quality and customer service standards.
- f. A list of references that will attest to the firm's ethical, quality and service standards. The list should include the name, address and telephone number of the person who may be contacted and a description of the relationship between the firm and the reference.
- x. The City is interested in knowing how Proposers support communities they serve. Please provide information on Proposer's company participation in local community, charitable and civic organizations and events, including membership in civic organizations, charitable contributions made by Proposer's company, etc., for consideration in the RFP evaluation.

e. Proposed Work Plan

Proposal shall include a statement demonstrating the firm's understanding of the Scope of Services.

Additionally, proposed work plan shall include:

- i. Description, in detail, of company's method of approach to the Scope of Services as defined in Exhibit I. Address the manner in which the firm proposes to meet the specific requirements of the Scope of Services including, but not limited to, business office and hours and reporting requirements.
- ii. List of names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.
- iii. Information on whether any of the services proposed will be subcontracted out to another company and if so, then describe the portion of work and who will be providing the service.
- iv. Company's policies and procedures for receiving and resolving complaints from the public. Including the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints. Report to the City response to complaint and resolution time.
- v. Description of manner in which the company will inform the City and public of changes to policies and procedures. Include samples of any informational materials the company would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.
- vi. Detailed description of manner in which the company intends to meet the reporting requirements of Attachment A. Include a detailed description of the company's record keeping tools and methods. Describe any additional information the company is capable of recording that may be of use to the City.
- vii. Propose a method of receiving completed forms electronically from the City by the firm, if one is available.
- viii. Electronically provide monthly reports of ambulance & paramedic billing and



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collection services.

- ix. Propose any informational or reporting enhancements the company is capable of providing. Example: secure web-based access to reports and records under this contract by the City.
 - x. Proposers are encouraged to provide additional innovative, value-adding features and/ or services, and/ or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities.
 - xi. Optional: The City desires to increase promotion of its paramedic subscription program to residents that may benefit from subscribing to this program. Although not required, Proposers capable of providing such services at minimal or no cost should demonstrate experience and ability to independently promote the City's paramedic subscription program (<https://www.santa-ana.org/paramedic-subscription/>). Examples of previous work should be included for the City's consideration.
- f. References: Attachment B – References shall be submitted for similar projects performed for state and/or similar government clients.

2. Cost Proposal

All Proposers are required to submit a fixed rate fee with their Cost Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated.

Cost Proposal must include a payment schedule that includes fees for the following for collections obtained by Contractor:

- a. With EMS Treat-No-Transport Call Fees and First Responder Call Fees; and
- b. Without EMS Treat-No-Transport Call Fees and First Responder Call Fees.
- c. Fixed rate fee for additional services (if any), including promotion of City services if offered by Proposer.

Fixed rate fees shall be structured for each of the categories a. and b. listed above as follows:

- Agreement Year 1 (Initial Term) – equal to:
a) ___% or b) _____% of net collections obtained by Contractor
- Agreement Year 2 (Initial Term) – equal to:
a) ___% or b) _____% of net collections obtained by Contractor
- Agreement Year 3 (Initial Term) – equal to:
a) ___% or b) _____% of net collections obtained by Contractor
- Agreement Year 4 (Optional Term) – equal to:
a) ___% or b) _____% of net collections obtained by Contractor



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- Agreement Year 5 (Optional Term) – equal to:
a) ____% or b) ____% of net collections obtained by Contractor

City reserves the right to negotiate compensation and/or payment schedule prior to award of any resulting agreement. When applicable, if providing hourly rate sheets, Proposer shall not include rate ranges or averages.

The City shall not provide reimbursement for travel-related expenses, mileage, parking, lodging, meals, incidental fees, insurance, freight/shipping and handling/delivery, and any other business expenses, supplies and materials related to providing services as specified herein. Additional costs will not be considered and will not be reimbursed by the City, therefore, such costs must be absorbed in Proposer's cost proposal fee structure. Any language related to travel reimbursement shall be stricken from the document by the City and if not stricken, shall be deemed invalid.

Proposals shall be valid for a minimum of one hundred eighty (180) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become property of the City.

Pricing shall remain firm for the entire initial Agreement term. Thereafter, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to accept, reject, or negotiate any proposed pricing adjustment not to exceed the Bureau of Labor Statistics Consumer Price Index (CPI) data as follows: Los Angeles-Long Beach-Anaheim, CA; All Urban Consumers; Not Seasonally Adjusted; annualized change comparing the most recent month's reported data to the same month of the prior year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

F. CERTIFICATIONS (ATTACHMENTS)

In addition to the SOQ, Narrative/Technical Proposal, and Cost Proposal, the following forms, included in this RFP, shall be signed and included as part of the proposal submittal package:

- Attachment A: Proposer's Certification and Proposal Item Pricing
- Attachment B: References
- Attachment C: Proposer's Statement
- Attachment D: Non-Collusion Affidavit
- Attachment E: Non-Lobbying Certification
- Attachment F: Non-Discrimination Certification

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any commitment will be awarded pursuant to this RFP or otherwise.

PLEASE NOTE:

- ***All forms above must be signed by a representative of the Firm that is legally authorized to contractually bind the Proposer.***



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- **City will not waive notarization requirement when applicable on any of the required attachments.**

G. REFERENCES

Contractor shall provide three (3) references from other similar public agencies for which services similar to those specified in this RFP have been performed, including contact names and telephone numbers. Use **ATTACHMENT B – References**. The respondent grants permission for the City to contact any individuals listed as references.

City may disqualify a Proposer if:

- References fail to substantiate Proposer’s description of services and deliverables provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- City is unable to reach the point of contact with reasonable effort. It is the Proposer’s responsibility to inform the point of contact(s) of normal City working hours.

H. MINIMUM SCOPE AND LIMIT OF INSURANCE

See Exhibit II – Sample Agreement

I. SELECTION PROCEDURES & CRITERIA

- A. Evaluation: The City will establish a proposal review committee. The review committee will evaluate proposals based on the response to the RFP, which includes adherence to outlined directions and format, and the City evaluation criteria set forth below.
- B. Scoring Criteria: Proposers will be ranked by the review committee based on the following criteria:

CATEGORY	POINTS
Responsiveness to RFP <ul style="list-style-type: none"> • Proposal’s compliance with the requirements of this RFP. • Scope of Services offered including ability to provide optional services. • The value to any new and/or innovative product or service suggestions or other new ideas and enhancements. 	20
Experience of Firm and Personnel <ul style="list-style-type: none"> • The experience, resources, and qualifications of the firm and individuals assigned to this account, including manager, supervisor and assigned staff. 	50
Proposed Pricing <ul style="list-style-type: none"> • Reasonableness of Cost 	20
References <ul style="list-style-type: none"> • References that are similar in size and project scope to the City. 	10



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	TOTAL POSSIBLE SCORE <i>(Before interviews – if held)</i>	100
Interviews	<ul style="list-style-type: none"> The City reserves the right to conduct interviews with the two highest-rated firm(s). In the event the City does perform an interview process, the following is the maximum number of additive points that may be applied to the proposal score. Total possible score may exceed 100 points. 	20

- C. Rankings: A final score will be calculated for each submitted proposal and used to rank Proposers. Based upon the foregoing criteria, all proposals shall be ranked by score. Only those proposals receiving a score above 70 will be considered for award. The City reserves the right to award the contract to any proposer(s) with a score above 70. The review committee will evaluate proposers based on their response to the RFP and the City evaluation criteria set forth above.
- D. Interviews: The review committee may invite the proposers to interview. If invited to interview, Proposers must be prepared to include key personnel in the interview and/or presentation. The City reserves the right to seek additional information from any or all Proposers invited to present proposals. A final score will be calculated for each submitted proposal and used to rank Proposers. City reserves the right to begin negotiations and enter into a contract without holding interviews, or further discussions.
- E. Selection: The City is under no obligation to accept any proposal and reserves the right to negotiate with respondents as to fees and terms. The City may reject proposals at its sole discretion. If proposal fails to satisfy any requirements outlined in this RFP, it may be considered non-responsive and may be rejected.

The City shall not be obligated to accept the lowest priced proposals, but will make awards in the best interests of the City after all factors have been evaluated. The review committee will recommend the qualified Proposers to the City Council or City Manager for award of contract, as appropriate.

J. WITHDRAWALS

Proposers are responsible for verifying all prices and information before submitting a proposal. Prior to the proposal due date, the Proposer or Proposer's representative may withdraw the proposal by providing written notice of the proposal withdrawal to the City Contact/Project Manager. Verbal or telephonic withdrawals are not permissible.

K. GENERAL TERMS AND CONDITIONS

- A. AMERICANS WITH DISABILITIES ACT
The awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the awarded Contractor (or any subcontract thereof), relating to this RFP, shall be subject to the provisions of this paragraph.



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B. CITY BUSINESS LICENSE

The selected proposer must obtain a City of Santa Ana Business License prior to the execution of a contract and must provide a copy to the Buyer assigned to this RFP. The awarded party shall maintain a current business license throughout the term of the resulting contract. Procedure to obtain a City of Santa Ana Business License is available by contacting the Finance and Management Services, Business Tax Office at (714) 647-5447 or on the City's website: www.santa-ana.org

C. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

D. CONFLICT OF INTEREST

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

E. CONTRACTOR'S EXPENSE

Pre-Contractual Expenses: The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing a response to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

Other Expenses: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.



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F. CONTRACTOR'S PROJECT MANAGER/KEY PERSONNEL

Except as formally approved by the City, the key personnel identified in Contractor's proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City. The City shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel under the awarded contract. The City shall notify the Contractor in writing of such action. The City is not required to provide any reason, rationale, or additional factual information if it elects to request any specific key personnel be removed from performing services under the awarded contract. The City shall review and approve the appointment of the replacement for the Contractor's personnel. Said approval shall not be unreasonably withheld.

Standards of Conduct: Contractor's personnel shall be courteous and maintain good working relationships with all stakeholders, state or outside agencies, other team members and staff within the City.

G. COST PROPOSAL

The awarded Contractor agrees to provide the purchased services at the costs, rates, and fees as set forth in their Fee Schedule in response to this RFP. No other costs, rates or fees shall be payable to the awarded Subcontractor for implementation of their proposal.

H. DATA RETENTION

Contractor shall be responsible for retaining data, records, and documentation for the preparation of required items. These materials shall be made available to and as requested by City.

All materials, documents, data or information obtained from the City Data files or any City medium furnished to Contractor in the performance of an awarded contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of the contract.

All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

I. DRUG-FREE WORKPLACE

The awarded Contractor certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the contract or both, and the Contractor may be ineligible for award of any future City contracts.

J. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated.



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Any irregularities or lack of clarity in the RFP should be brought to the designated City Contact/Project Manager's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers.

Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

K. EXECUTION OF AGREEMENT

Upon successful negotiations, the City and the selected Proposer will enter into an Agreement similar to that as shown in **EXHIBIT II – Sample Agreement** of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being notified of selection under this RFP, the City reserves the right to disqualify them without any further obligation

L. FISCAL NONFUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

M. INDEPENDENT CONTRACTOR

Contractor is considered an independent Contractor and neither Contractor, its employees, nor anyone working under Contractor will be considered an agent or an employee of City. Neither Contractor, its employees, nor anyone working under Contractor, will qualify for workers' compensation or other fringe benefits of any kind through City.

N. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm, also known as the prime, and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer. The proposer is responsible for all the actions taken by their sub-contractor.

The City reserves the right to reject, replace and approve any and all Subcontractors. All Subcontractor(s) shall be identified in the response to the RFP and the City reserves the right to reject any proposed Subcontractor(s). Subcontractors shall be the responsibility of the prime Contractor and the City shall assume no liability of such Subcontractors.

O. LITIGATION STATUS

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.



CITY OF SANTA ANA

P. NEGOTIATIONS

The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.

Q. NON-PAYMENTS

Note that payments will NOT be made for any unsatisfactory work until corrected. In the event of nonpayment of undisputed sums by the City, Contractor shall give the City thirty (30) working days to cure the alleged breach.

R. OWNERSHIP OF DOCUMENTS

The City has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. Contractor shall provide the City copies of documents upon its request at any time. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the City.

S. PARKING

The City will not provide free parking and/or reimbursement for the cost of parking while providing services and conducting business with the City.

T. PROFESSIONAL STANDARDS

Contractor staff shall be courteous to the public and City staff utilizing facilities where Contractor is performing work, but shall be responsive only to the requests of the City's Project Manager or designee. Contractor staff shall direct all inquiries to Project Manager or designee.

Contractor acknowledges that City locations consist of public-use facilities and recognizes the obligation to ensure Contractor personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and City personnel.

U. PROJECT MANAGER

The selected Proposer will assume responsibility for all services in its proposal. The selected Proposer shall identify a sole point of contact, Project Manager, with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.



CITY OF SANTA ANA

V. PROPOSAL VALIDITY

Services, pricing, and warranties indicated in a Proposer's Proposal must be valid for a period of 180 days at minimum after the submission of the Proposal.

W. PUBLIC AGENCIES

Other public agencies, as defined by California Government Code Section 6500, may choose to use the terms of this Contract, subject to Contractor's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Contractor and another public agency.

X. PUBLIC RECORDS

Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

Y. SUBCONTRACTORS

Proposals in response to this RFP must identify any Subcontractors, and outline the contractual relationship between the Awarded Subcontractor and each Subcontractor. An official of each proposed Subcontractor must sign, and include as part of the proposal submitted by the Prime Contractor, a statement to the effect that the Subcontractor has read and will agree to abide by the awarded Contractor's obligations. Any Subcontractor proposed after award of contract must be approved by the City before commencement of work.

The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all Subcontractors.

L. AWARD OF AGREEMENT

Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms.

A. EXECUTION OF AGREEMENT

A standard agreement is included as **EXHIBIT II Sample Agreement** of this RFP. "Proposer" will hereinafter be referred to as "Consultant" or "Contractor" in standard agreement. The term of the agreement will begin after the agreement is fully executed, and all required bonds, insurance documents and contents of the payment information packet have been received and approved.

M. IMPLEMENTATION

A. KICK-OFF MEETINGS

The successful proposer will be required to meet with City staff prior to commencement of services or at any time as required by the City, to discuss and agree on operational issues including transition of services and scheduling.



CITY OF SANTA ANA

EXHIBIT I

SCOPE OF SERVICES

Contractor shall perform services at set forth below.

A. General Requirements

1. Contractor shall be responsible for modifying their billing systems to capture all necessary data generated from the ambulance & paramedic billing and collection services program as an electronic file and provide a description of the electronic file needed to receive data transmitted from OCFA.
2. Contractor shall work with OCFA and their electronic Prehospital Care Report (ePCR) vendor to identify data input gaps, errors and other data needs, and describe a means of obtaining solutions to these problems.
3. Contractor must be able to accurately transfer all necessary information from the OCFA ImageTrend database, based on the information provided by the electronic OCFA's ePCR, and obtain any additional information needed that is not included in the ePCR for proper and correct invoicing.
4. Contractor must have the capability to fully integrate and support OCFA's selected ePCR application.
5. Contractor shall bill for emergency medical services in a timely manner, including but not limited to the billing of Medicare, Medical/Medicaid, private insurances, supplemental insurances, secondary insurances and workers' compensation carriers according to specific requirements.
6. Contractor shall provide to the City and the City's contracted collection agency, listings of accounts, which the company feels are uncollectable, through normal collection processes, for further action by the City and the City's contracted collection agency.
7. Contractor must be able to forward and work with the City's contracted collection agency on listings of uncollectable accounts.
8. Contractor shall have the ability to handle third-party payer submission inquiries regarding insurance claims.
9. Contractor must work with County of Orange and perform screening of all medically indigent patients.
10. Contractor shall process all customer payments in accordance with the applicable Payment Card Industry (PCI) security requirements.



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11. Contractor shall research and follow-up on all accounts with inadequate billing information. This shall include the following at minimum:
 - a. Contact OCFA and/or Falck dba Care Ambulance for missing and/ or incomplete information, which may be found in their records;
 - b. Contact receiving hospital for missing and/ or incomplete billing information needed from the admitting/ registration records;
 - c. Contact patient family members or emergency contacts for information;
 - d. Refer to zip code/ street directories for incomplete/ missing address information; and/or
 - e. Mail inquiries to the patient.
12. Contractor shall have the ability to cross reference patient files in various methods (i.e. Last Name, Social Security Number, Service or Residence Address, Date of Birth, Date of Service, etc.).
13. Contractor shall have the ability to receive patient care documentation on paper and electronically.
14. Contractor shall maintain updated and current technology that will continuously provide the highest level of reimbursement and customer service possible.
15. Contractor must meet or exceed mutually agreed upon collection targets.
16. Contractor must instruct customers to submit all payments to Contractor, and not the City of Santa Ana.
17. Contractor shall collect and deposit payments on no less than a weekly basis, within three (3) days following receipt of payment.

B. Optional Services

Independently promote the City's paramedic subscription program (<https://www.santa-ana.org/paramedic-subscription/>).

C. Customer Service Requirements

1. Contractor shall designate a single manager for the City's account, who will be the City's primary contact with their agency.
2. Contractor shall provide all supplies, equipment, personnel, computer software and hardware, billing forms, insurance forms, lien forms, envelopes, postage and supplies necessary to administer, on a day-to-day basis, the City's EMS billing and accounts receivable functions.
3. The company shall provide all billing statements in English and Spanish, and maintain a necessary staff of bilingual account representatives.



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4. Contractor shall provide excellent customer service to citizens of Santa Ana who have billing questions or problems, by providing a nationwide toll-free phone number and an email address so individuals with questions or requiring assistance with invoices, may contact the company directly at no additional cost to the City.
5. Contractor shall have demonstrated experience and ability to act as the City's authorized agent for liaising on the City's behalf with the Centers for Medicare Services and/or their designated agents as well as associated state agencies.
6. Contractor shall have demonstrated experience and ability to act as the City's authorized agent for liaising with the City's contract EMS provider (OCFA).

D. Records and Reports

1. Contractor shall maintain complete records of each bill, including all correspondence, documents, account records, transactions and a detailed log of all payments. These records shall be retained for a minimum of three (3) years.
 - a. Contractor shall provide the City with electronic access to these billing records.
2. Contractor shall maintain records that are in accordance with the Generally Accepted Accounting Principles (GAAP). The Proposer agrees that all account files are the property of the City and will relinquish them to the City at the termination of the contract.
3. Contractor shall provide monthly finance, billing, account receivable aging reports, billing summaries, details for current month invoicing, current write-off, refund reports (including pending refunds), detail of monthly receipts account reconciliation, and any additional reports that the City may need or request, in the specific format requested.
4. Upon request, Contractor shall make all books and records available to both internal and external auditors.
5. Contractor shall provide annual and semi-annual EMS revenue collection projections to City staff upon request.

E. Compliance

1. Contractor must comply with all applicable provisions and specifications of the Health Insurance Portability and Accountability Act (HIPAA), as well as other federal, state, and local statutes and regulations addressing patient privacy issues throughout the term of the contract.
2. Contractor shall maintain proficiency and comply with all statutory, regulatory, and other legal requirements, including amendments to such requirements, which impact billing, reimbursement and/or collections for EMS and release of private medical information.



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3. Contractor agrees to cooperate with the City regarding the handling of accounts. These accounts may be included, but are not limited to accounts of the specific age classifications, handicapped, and certain dependent situations.
4. Contractor shall provide regular and continuous education and training for Contractor's staff, updating them immediately on all changes in the industry or government regulations that may have an impact on services being provided to the City.

F. Meetings

1. Contractor must meet with City staff upon execution of contract to discuss goals of the relationship, the services to be provided, and other topics relevant to the ambulance & paramedic billing and collection services program.
2. Contractor agrees to meet with the City routinely and on request to discuss problems, special needs, future changes, and updates in software, technology, statistical data requests, or other relevant issues.

G. Transition (If Applicable)

1. Contractor agrees to coordinate with existing service provider to transition current accounts with minimal disruption to service, and deliver to the City a computerized file of active accounts in an agreeable format.
2. Upon implementation of contract, Contractor must be able to process any backlog of billing within thirty (30) days of the implementation date.



CITY OF SANTA ANA

EXHIBIT II

SAMPLE AGREEMENT

CONSULTANT-AGREEMENT CITY OF SANTA ANA

THIS AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between _____, ("Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. The City desires to retain a Consultant having special skill and knowledge in the field of:
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform during the term of this Agreement, the tasks and obligations including all labor, materials, tools, equipment, and incidental customary work required to fully and adequately complete the services described and set forth in **Scope of Services - Exhibit A**, attached hereto and incorporated by reference.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services for City, the rates and charges identified in **Compensation - Exhibit B**. The total amount to be expended during the term of this Agreement shall not exceed \$xxxxxx.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above for a **three (3)-year term** with the option for the City to grant up to two **(1)-year** renewals, exercisable by a writing by the City Manager and the City Attorney, unless terminated earlier in accordance with Section 15, below.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent Consultant and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social



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security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. OWNERSHIP OF MATERIALS

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 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.

6. INSURANCE

Company shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, and damages to property (including computer equipment), theft, or other misuse of Customer's data, infringement of intellectual property, invasion of privacy and breach of data, which may arise from or in connection with the performance of the work hereunder by Company, its agents, representatives, or employees.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
2. **Cyber Liability (CL):** Insurance, with limits not less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Company in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, and release of private information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
3. **Workers' Compensation:** as required by the State of California, with statutory limits, and Employer's Liability insurance with limits of no less than \$1,000,000 per accident, policy, employee, for bodily injury or disease .
4. **Professional Liability (PL):** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

If Company maintains broader coverage and/or higher limits than the minimums shown above for any line of coverage, Customer requires and shall be entitled to the broader coverage and/or the higher limits maintained by Company. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Customer.

Other Insurance Provisions

The above required insurance policies are to contain or be endorsed to contain the following provisions:



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1. City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds, under Company's CGL, CL, and PL policies, with respect to any liability arising out of work or operations performed by or on behalf of the Company.
2. Company's Insurance companies agree to waive all rights of subrogation against City of Santa Ana, its City Council, its officers, officials, employees, agents, and volunteers for losses paid under the terms of the CGL, CL, PL, WC policies which arise from work performed by Company under this Agreement.
3. For any claims related to this contract, Company's insurance coverage shall be primary and any insurance maintained by City of Santa Ana, its City Council, its officers, officials, employees, agents, or volunteers shall not contribute with it.
4. A severability of interest provision must apply for all the additional insureds, ensuring that Company's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the insurer's limits of liability.
5. Insurance policies required herein shall provide that coverage shall not be canceled, suspended, voided, reduced in coverage or in limits, non-renewed by the carrier, or materially changed except after thirty (30) days prior written notice has been given to City. Ten (10) days prior written notice shall be provided to City for policy cancellation or non-renewal due to non-payment of premium.
6. Certificate Holder on each Evidence of Insurance certificate shall be: City of Santa Ana, Attention: (Name of Department Staff Responsible for Agreement), 20 Civic Center Plaza M-XX (Responsible Staff's Department Mail Box), Santa Ana, CA 92701. The name and location of project must be included in the Description of Operations section of each certificate.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Customer. Customer may require Company to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state of California with a current A.M. Best rating of no less than A-VII, unless otherwise acceptable to Customer.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The retroactive date must be shown and must be before the date of the contract.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, Company must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

Verification of Coverage

Company shall furnish Customer with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). Failure to obtain the required documents prior to the work beginning shall not waive Company's obligation to provide them. Customer reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Company shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein.

Special Risks or Circumstances

Customer reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Failure to Maintain Insurance Coverage



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If Company, for any reason, fails to maintain insurance coverage, which is required pursuant to this Agreement, for the entire term of this contract, the same shall be deemed a material breach of Agreement. Customer, at its sole option, may terminate this Agreement at any time and obtain damages from Company resulting from said breach.

7. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor, its subcontractors, agents, employees, or other persons acting on its behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor'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 Contractor.

8. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend and indemnify the City, its officers, agents, representatives, and employees against any and all liability, including costs, for infringement of any United States' letters patent, trademark, or copyright infringement, including costs, contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

9. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

10. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.



CITY OF SANTA ANA

11. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

12. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, gender expression, gender, medical conditions, genetic information, or military and veteran status, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, teaching, training, utilization, promotion, termination or other employment related activities or any services provided under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

13. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein.

14. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

15. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product(s) completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. JURISDICTION - VENUE



CITY OF SANTA ANA

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

18. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

19. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:

City Clerk
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: 714- 647-6956

With courtesy copies to:

Executive Director, Finance & Management
Services Agency
City of Santa Ana
20 Civic Center Plaza (M-15)
P.O. Box 1988
Santa Ana, California 92702
Fax:

To Contractor:

First & Last Name
Title
Consultant Firm Name
Address
City, State, Zip
Fax:

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the



CITY OF SANTA ANA

transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

20. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. The Agreement is the final and complete agreement and any prior or contemporaneous agreements for similar services between the parties is superseded by this Agreement. This shall not apply where the Parties are currently engaged and Consultant is providing services not contemplated by this Agreement.
- c. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

 Jennifer L. Hall
 City Clerk

 Alvaro Nunez
 City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
 City Attorney

CONSULTANT:

By: _____
 Assistant City Attorney

_____ (name) (title)

RECOMMENDED FOR APPROVAL:

 Kathryn Downs
 Executive Director
 Finance & Management Services Agency

SAMPLE ONLY



CITY OF SANTA ANA

ATTACHMENT A

PROPOSER'S CERTIFICATION, PROPOSAL PRICING

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit I) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of the Request for Proposals. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

LEGAL NAME OF COMPANY

PHONE AND FAX NUMBERS

BUSINESS ADDRESS

PRINTED NAME OF AUTHORIZED AGENT

TITLE

SIGNATURE OF AUTHORIZED AGENT DATE

E-MAIL ADDRESS

FEDERAL ID NUMBER (IF APPLICABLE)

CONTRACTOR LICENSE NUMBER
(IF APPLICABLE)

CITY OF SANTA ANA BUSINESS LICENSE NUMBER

(PLEASE PROVIDE IF AVAILABLE, BUT NOT REQUIRED UNTIL AND IF AN AWARD IS MADE TO PROPOSER.)

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT B

REFERENCES

List and describe fully the contracts performed by your firm which demonstrate your ability to provide the supplies, equipment or services included in the scope of the proposal specifications. Attach additional pages if required. The City reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

REFERENCE

Customer Name: _____ Contact Individual: _____

Address: _____ Phone Number: _____

EMAIL: _____

Contract Amount: _____ Year: _____

Description of supplies, equipment, or services provided:

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT C PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Santa Ana, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the Clerk of the Council with her signature and official seal noting hereon the action of approval of the Council, signed by the Executive Director or his duly authorized agent, and signed by the City Attorney, denoting his approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds and certificate of liability insurance within ten (10) days (excluding Saturdays, Sundays and City's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Firm _____

Signed and Printed Name: _____

Title _____

Date _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT D NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF SANTA ANA

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed _____

State of _____, County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT E NON-LOBBYING CERTIFICATION

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: _____

Title: _____

Firm: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



CITY OF SANTA ANA

ATTACHMENT F

NON-DISCRIMINATION CERTIFICATION

The undersigned consultant or corporate officer, during the performance of this contract, certifies as follows:

1. The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without, regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Consultant shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Consultant shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Consultant shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
1. In the event of the Consultant's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
2. The Consultant shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract



CITY OF SANTA ANA

or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency, the Consultant may request that the United States enter into such litigation to protect the interests of the United States.

8. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1939, and as amended, no discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical handicaps, mental condition, marital status, or sex of such persons, except as provided in Section 1420, and any consultant of public works violating this Section is subject to all the penalties imposed for a violation of the Chapter.

Signed: _____

Title: _____

Firm: _____

Date: _____

**THIS FORM MUST BE COMPLETED AND INCLUDED WITH THE PROPOSAL.
PROPOSALS THAT DO NOT CONTAIN THIS FORM WILL BE CONSIDERED NONRESPONSIVE.**



April 24, 2026

Maria Lourdes A. Taylor, Senior Management Analyst
Arcadia Fire Department
710 S. Santa Anita Avenue
Arcadia, CA 91006

Subject: City of Arcadia and Wittman, LLC (EMS|MC) Piggyback Contract

Dear Ms. Taylor:

This letter acknowledges our agreement to jointly accept for the City of Arcadia the cooperative purchasing agreement with the City of Santa Ana for their RFP No. 24-104: Ambulance & Paramedic Billing Collection Services, meeting due diligence requirements of our contract together. We have previously provided copies of the 2024 City of Santa Ana RFP, our RFP response, and a copy of the fully executed agreement.

I understand that you have already spoken with Robert Zubiarte (Management Analyst, City of Santa Ana) about the terms of this cooperative agreement. I am also providing you with contact information for our additional Santa Ana contact:

Alejandra Gutierrez, Treasury and Customer Services Manager
714.647.5497 | agutierrez@santa-ana.org

Terms

Fee for Services	3.75% of net collections
Contract Term	A three (three) year term with three (3) 1-year renewal options

Thank you for your continued partnership. Please feel free to reach out if you have any questions or need additional information.

Best,

Corinne Wittman-Wong, CEO
Wittman Enterprises, LLC
916.669.4608 direct | corinne.wittman-wong@emsmc.com



PUBLIC WORKS SERVICES DEPARTMENT

DATE: May 5, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, Acting Principal Civil Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY AMERICAN PIPELINE SERVICES FOR THE VALVE REPLACEMENT PROJECT AS COMPLETE
CEQA: Exempt
Recommendation: Approve

SUMMARY

On May 6, 2025, the City Council approved a contract with American Pipeline Services in the amount of \$92,950 for the Valve Replacement Project. The terms and conditions of this project have been complied with, and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$98,648.90. This amount reflects the approved contract amount of \$92,950 plus contract change orders totaling \$5,698.90, or a 6.1% increase. The increases were due to tariffs and the availability of products. The change is within the adopted 10% contingency for the agreement.

It is recommended that the City Council accept all work performed by American Pipeline Services for the Valve Replacement Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$4,932.44.

BACKGROUND

As part of the City's valve exercising program, valves in the water distribution system are regularly inspected to verify functionality and identify any that are broken or in need of repair. During a routine inspection, it was determined that the water

distribution system valves at the following locations were inoperable and in need of replacement:

- Santa Anita Plant
- Peck Well

The 16-inch pump discharge pipe inside the Peck Well facility is a cement mortar lined and coated steel pipe that was constructed in 1962. The 24-inch inlet pipe inside the Santa Anita Plant is also a cement mortar lined and coated steel pipe that was constructed in 2000. Each pipe has valves along its length that allow water utility crews to isolate portions of the pipe in case of an emergency or a broken water main. Due to their age, the valves were not fully operational and needed to be replaced. These valves are critical to the emergency operation of the City's water system.

DISCUSSION

On May 6, 2025, the City Council approved a contract with American Pipeline Services for the Valve Replacement Project. The project included the removal and replacement of one 16-inch butterfly valve, one coupling, one 18-inch butterfly valve, and one 18-inch check valve inside the Peck Well and Santa Anita Plant.

During the completion of this project, it was determined that procuring an in-stock check valve was more efficient than the specified valve to prevent an interruption of incoming water to the Santa Anita Plant. The type of valve specified in the contract had a six-month lead time. Additionally, there were material price increases during the completion of the project. The table below describes all of the contract change orders for the project:

	Description	Amount
1.	Material prices increase due to tariffs	\$2,002.32
2.	Changing to the in-stock check valve	\$3,696.58
	Total:	\$5,698.90

All terms and conditions of the contract have been complied with, and the work has been performed to the satisfaction of the Project Manager. American Pipeline

Services completed the work as defined in the project plans and specifications in an efficient and timely manner.

ENVIRONMENTAL ANALYSIS

The project involved the replacement and minor alteration of an existing utility system with no expansion of the system, and therefore, qualifies as a Class 2 categorical exemption per Section 15302(2) of the California Environmental Quality Act ("CEQA").

FISCAL IMPACT

Funds in the amount of \$250,000 have been budgeted in the Fiscal Year 2024-25 Capital Improvement Program for the Valve Replacement Project. The total cost for the Valve Replacement Project is \$98,648.90. This amount reflects the approved contract amount of \$92,950 plus contract change orders totaling \$5,698.90, or 6.1% more than the approved contract amount. The amount remains within the adopted 10% contingency for the project.

RECOMMENDATION

It is recommended that the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and accept all work performed by American Pipeline Services for the Valve Replacement Project as complete, and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$4,932.44.

Approved:


Dominic Lazzaretto
City Manager



PUBLIC WORKS SERVICES DEPARTMENT

DATE: May 5, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Tiffany Lee, Acting Principal Civil Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY ALL CITIES ENGINEERING INC. FOR THE GOLDRING WELL PIPELINE AND STORM DRAIN PROJECT AS COMPLETE
CEQA: Mitigated Negative Declaration / Notice of Determination Filed
Recommendation: Approve

SUMMARY

On June 17, 2025, the City Council approved a contract with All Cities Engineering Inc. in the amount of \$916,920 for the Goldring Well Pipeline and Storm Drain Project. The terms and conditions of this project have been complied with, and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$898,748. This reflects the approved contract amount of \$916,920 minus contract change orders totaling \$18,172, or 1.98% less than the approved contract amount.

It is recommended that the City Council accept all work performed by All Cities Engineering Inc. for the Goldring Well Pipeline and Storm Drain Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$44,937.40.

BACKGROUND

The City serves water to over 57,000 residents, primarily with water pumped from the Main San Gabriel Basin, West Raymond Basin, and the East Raymond Basin. To enhance the existing water supply infrastructure, Arcadia is partnering with the City

of Sierra Madre to construct a new water supply well (Goldring Well) in the Main San Gabriel Basin.

On November 17, 2020, the Arcadia City Council approved a New Joint Groundwater Production Well Agreement between the Cities of Arcadia and Sierra Madre to jointly design, construct, operate, and maintain a groundwater production well in the Main San Gabriel Basin. Per the terms of the Joint Agreement, Arcadia and Sierra Madre are each responsible for 50% of the cost of all matters related to the new well.

In March 2023, in response to increased concerns over Per- and polyfluoroalkyl substances (“PFAS”, also known as “forever chemicals”), the Environmental Protection Agency (“EPA”) published proposed regulations that would set Maximum Contaminant Levels (“MCL”) for select PFAS contaminants. PFAS can be found in products such as food packaging and commercial and household products, which often end up in groundwater and are toxic at relatively low concentrations, presenting a danger to both human health and the environment. On June 20, 2023, the City Council approved an amendment to include PFAS treatment for the new well to address PFAS that had been detected in other groundwater sources within the vicinity of the Goldring Well.

The Goldring Well and PFAS Treatment Project consists of the construction of a new groundwater production well, a PFAS treatment plant, a new 30,000-gallon backwash tank with a new 4-inch diameter sewer pipeline, a new 12-inch diameter ductile iron water main, and a new 30-inch diameter Reinforced Concrete Pipe (“RCP”) pump-to-waste storm drain pipeline. The water, sewer, and storm drain pipelines need to be completed before the new well drilling begins. The storm drain pipe is approximately 1,400 feet in length, starting from the well site, going westerly on Randolph Street, and connecting to the existing 57-inch RCP on Peck Road. The 12-inch diameter ductile iron water main and 4-inch sewer main connect from the well site to the existing water and sewer mains on Kardashian Avenue.

DISCUSSION

On June 17, 2025, the City Council approved a contract with All Cities Engineering Inc. for the Goldring Well Pipeline and Storm Drain Project. The project included excavation; construction of 18-inch, 24-inch, and 30-inch diameter reinforced concrete pipelines with appurtenant manholes and catch basins; 12-inch diameter

ductile iron pipeline; 4-inch diameter PVC drain line; ¾-inch diameter Type K copper pipe; interconnections with existing storm drains, sewers, and water lines; 4-foot by 5-foot Jensen precast concrete sampling vault; pavement rehabilitation; curb and gutter; cross gutter/spandrel PCC pavement rehabilitation; and striping/pavement markers.

All terms and conditions of the contract have been complied with, and the work has been performed to the satisfaction of the Project Manager. All Cities Engineering Inc. completed the work as defined in the project plans and specifications, in an efficient and timely manner.

During the course of the work, it was determined that less storm drain pipes were needed to complete the project and there were sections of cross gutter that did not have to be replaced. This resulted in an overall reduction to the original contract amount. The final cost of the Goldring Well Pipeline and Storm Drain Project is \$898,748. This amount reflects the approved contract amount of \$916,920 minus contract change orders totaling \$18,172, or 1.98% less than the approved contract amount.

ENVIRONMENTAL ANALYSIS

Pursuant to the provisions of the California Environmental Quality Act ("CEQA"), an Initial Study/Mitigated Negative Declaration ("IS/MND") was prepared to evaluate the potential environmental effects associated with the implementation of the Goldring Well and PFAS Treatment Project. The IS/MND found that there would be either no impact or less than significant impact on all resources, with the exceptions of Air Quality, Hazards and Hazardous Materials, Noise, and Tribal Cultural Resources. These four resource categories were found to have "Less than significant Impact with Mitigation Incorporated."

The Draft IS/MND was circulated for public review and comments for 30 days from February 10, 2025, to March 11, 2025. On April 1, 2025, the City Council adopted the IS/MND for the Project, approved the Mitigation Monitoring and Reporting Program, and authorized the execution of the Notice of Determination. On April 3, 2025, the Mitigated Negative Declaration/Notice of Determination was filed with the Los Angeles County Clerk and was published with the State Clearing House. The CEQA process has, therefore, been completed.

FISCAL IMPACT


Funds in the amount of \$1,085,000 have been budgeted in the Fiscal Year 2023-24 Capital Improvement Program for the Goldring Well Pipeline and Storm Drain Project. The total cost for the Project is \$898,748. This amount reflects the approved contract amount of \$916,920 minus contract change orders totaling \$18,172, or 1.98% less than the approved contract amount.

The cost share for the City of Arcadia is \$521,865.50, and the cost share for Sierra Madre is \$376,882.50. Arcadia’s cost share is higher because it includes additional costs for increasing the storm drain pipe from 18-inches to 30-inches, and installing catch basins, curb and gutter, and cross gutter to address local storm runoff and a ponding issue that will impact Arcadia exclusively, but are included in this project for efficiency and expediency.

RECOMMENDATION

It is recommended that the City Council determine that the Project has been completed in accordance with the California Environmental Quality Act (“CEQA”); and accept all work performed by All Cities Engineering Inc. for the Goldring Well Pipeline and Storm Drain Project as complete, and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$44,937.40.

Approved:



Dominic Lazzaretto
City Manager



DEVELOPMENT SERVICES DEPARTMENT

DATE: May 5, 2026

TO: Honorable Mayor and City Council

FROM: Lisa Flores, Development Services Director
Kevin Merrill, City Engineer
By: Johnathan Doojphibulpol, Principal Civil Engineer

SUBJECT: RESOLUTION NO. 7682 AMENDING THE FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FIRST AVENUE ARTERIAL PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$500,000, OFFSET BY A REDUCTION IN THE PROPOSITION C FUND; AND APPROVE A CONTRACT WITH ONYX PAVING COMPANY, INC. FOR THE FIRST AVENUE ARTERIAL PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$1,428,000, WITH A 10% CONTINGENCY

CEQA: Exempt

Recommendation: Adopt and Approve

SUMMARY

As part of Arcadia's ongoing Pavement Management Program, the City annually appropriates Proposition C ("Prop C") funding for arterial street rehabilitation projects. For the Fiscal Year 2022-23 Capital Improvement Program ("CIP"), the City Council appropriated \$2 million for the rehabilitation of First Avenue, from Huntington Drive to Duarte Road, and Second Avenue, from Huntington Drive to Duarte Road. The First Avenue and Second Avenue Arterial Pavement Rehabilitation projects were separated into two distinct efforts, with the Second Avenue project completed and accepted by the City Council at its April 7, 2026, meeting.

The First Avenue Arterial Pavement Rehabilitation Project was advertised for bids on March 5, 2026, and bids were opened on March 26, 2026. Six bids were received, and Onyx Paving Company, Inc. was the lowest responsible bidder with a bid of \$1,428,000. The difference between the low bid amount, plus the standard 10%

contingency, and the current project balance of \$1,106,165, is approximately \$500,000.

It is recommended that the City Council adopt Resolution No. 7682 amending the Fiscal Year 2025-26 CIP Budget, authorizing a supplemental budget appropriation for the First Avenue Arterial Pavement Rehabilitation Project in the amount of \$500,000, offset by a reduction in Prop C funds; and authorize and direct the City Manager to execute a contract with Onyx Paving Company, Inc. for the First Avenue Arterial Pavement Rehabilitation Project in the amount of \$1,428,000, with a 10% contingency.

BACKGROUND

The City annually appropriates Prop C funding for arterial street rehabilitation projects. A requirement for local jurisdictions to receive Federal, State, and County funding is to maintain an updated Pavement Management Program (“PMP”). Every few years, the City’s Pavement Management Program analyzes existing street pavement conditions through a full survey and rating of all roadways.

The Pavement Condition Index (“PCI”) is used to indicate the general condition of pavement sections. The most recent PCI survey was conducted in the first quarter of 2021. Although the PCI averages of First Avenue and Second Avenue were in “fair” condition, the survey data identified First Avenue as the highest priority secondary collector, and Second Avenue as the highest priority primary collector, when compared to similar streets that have not already been planned for or recently completed in the City’s Capital Improvement Program.

In February 2023, HR Green Pacific, Inc., under the On-Call Engineering Design Services Contract, was tasked with providing the City with a design package that included plans, specifications, and estimates for the First Avenue and Second Avenue Arterial Pavement Rehabilitation. The proposed improvements include grinding and overlaying asphalt pavement, re-striping pavement markings, cutting new traffic loops, and removing and replacing concrete curb and gutter, sidewalk, driveway aprons, and Americans with Disabilities Act (“ADA”) compliant curb ramps.

The design package was completed in July 2024. In it, First Avenue, from California Street to Duarte Road, was planned to be narrowed with curb extensions at the

First Avenue Arterial Pavement Rehabilitation Project

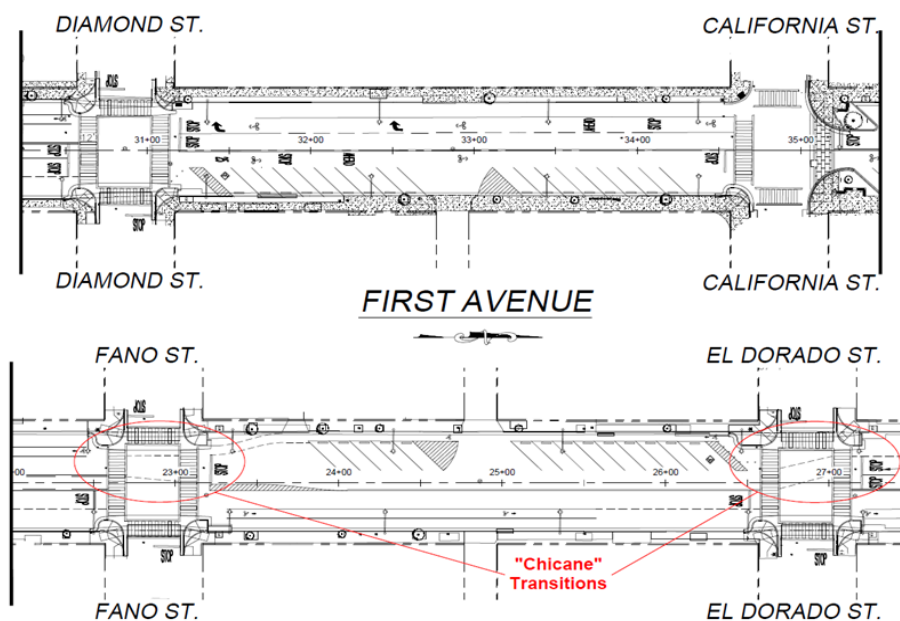
May 5, 2026

Page 3 of 5

intersections; however, bike lanes, parallel parking, and two-way left-turn lanes would remain along the segment. In addition, the existing north-south stop signs at Diamond Street, which have been repeatedly struck by vehicles over the years, would be moved out of the center median of the street and placed behind new curb extensions on First Avenue.

Over the years, the City has received requests for additional parking from businesses along the First Avenue corridor. The City contracted with Willdan Engineering to perform a traffic analysis for First Avenue, from California Street to Duarte Road, mostly analyzing the potential for more parking spaces and additional stop signs. The analysis showed that parking spaces could be gained on some blocks using a “chicane” design that provides diagonal parking on one side of the street, as shown in the image below and in Attachment No. 3. These locations are:

- East side of First Avenue between California Street and Diamond Street
- West side of First Avenue between El Dorado Street and Fano Street



To provide safety improvements and additional traffic calming measures for the new design, new stop signs will be placed at El Dorado Street and Fano Street. The construction plans were adjusted to include the recommended changes from the study, and a bid package was prepared.

DISCUSSION

The project was advertised for bids in March, and bids were opened on March 26, 2026. Bids were received from six (6) prospective contractors with the following results:

NAME	AMOUNT
Onyx Paving Company, Inc.	\$1,428,000
Sequel Contractors, Inc.	\$1,495,820
Gentry Brothers Inc.	\$1,517,755
Hardy & Harper, Inc.	\$1,650,000
All American Asphalt	\$1,718,118
Excel Paving	\$1,937,752

After reviewing the bid documents, Onyx Paving Company, Inc. (“Onyx Paving”) was determined to be the lowest responsible bidder. Although the price is higher than the remaining budget, constructing the project now would be more cost effective than delaying the project. Construction must occur in the summertime due to the proximity to First Avenue Middle School. Delaying the project one year would surely increase the costs of construction and require even more funds. Onyx Paving has previously been awarded City projects and has performed with favorable results. Onyx Paving is satisfied with their bid and is ready to move forward with the project.

ENVIRONMENTAL ANALYSIS

Under the California Environmental Quality Act (“CEQA”) Guidelines, this project is categorically exempt per Section 15301 as a Class 1, Existing Facility, and Section 15302 as a Class 2, Replacement or Reconstruction.

FISCAL IMPACT

The project was budgeted in the Fiscal Year 2022-23 Capital Improvement Program for a total of \$2 million in Proposition C funds. After expenses for the design contract with HR Green Pacific, Inc., construction contract of the Second Avenue Arterial Pavement Rehabilitation Project, and various administrative costs, the current project balance is \$1,106,163.97. The low bid plus a 10% contingency would require a project budget balance of \$1,570,800 to complete the work.

To cover the remaining costs, an additional appropriation of \$500,000 in Proposition C funds is needed to cover the shortfall. The Proposition C fund has a sufficient unencumbered balance of approximately \$1 million, and must be used for street and transportation projects such as this. The additional appropriation for the Project will be added to the Fiscal Year 2025-26 CIP Budget, bringing the total project budget to \$1,606,163.97, which is sufficient to cover the bid and a 10% contingency.

RECOMMENDATION

It is recommended that the City Council find the project categorically exempt pursuant to the requirements of the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7682 amending the Fiscal Year 2025-26 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the First Avenue Arterial Pavement Rehabilitation Project in the amount of \$500,000, offset by the reduction in the Proposition C Fund; and authorize and direct the City Manager to execute a contract with Onyx Paving Company, Inc. for the First Avenue Arterial Pavement Rehabilitation Project in the amount of \$1,428,000, with a 10% contingency.

Approved:



Dominic Lazzaretto

City Manager

Attachment No 1: Resolution No. 7682

Attachment No 2: Proposed Contract

Attachment No 3: New Striping Layout

Attachment No. 1

RESOLUTION NO. 7682

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE FIRST AVENUE ARTERIAL PAVEMENT REHABILITATION PROJECT IN THE AMOUNT OF \$500,000, OFFSET BY A REDUCTION IN THE PROPOSITION C FUND

WHEREAS, as part of the Fiscal Year 2022-23 CIP Budget, \$2,000,000 of Proposition C funds were budgeted for the Arterial Pavement Rehabilitation Project – First Avenue and Second Avenue from Huntington Drive to Duarte Avenue, and

WHEREAS, as of May 5, 2026, the remaining budget for the First Avenue Arterial Pavement Rehabilitation Project is \$1,106,163.97.

WHEREAS, on March 26, 2026, bids were received from six prospective contractors with the low bid being from Onyx Paving Inc. in the amount of \$1,428,000.00, and

WHEREAS, funding is determined to be available in the Proposition C fund balance in the amount of \$500,000, find the project categorically exempt pursuant to the requirements of the California Environmental Quality Act (“CEQA”), and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the Proposition C fund for appropriation.

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

SECTION 1. Five Hundred Thousand Dollars (\$500,000) is hereby appropriated in the First Avenue Arterial Pavement Rehabilitation Project, offset with a reduction in the Proposition C fund balance in the amount of \$500,000.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.


Passed, approved and adopted this 5th day of May, 2026.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

CONTRACT

This CONTRACT, No. _____ is made and entered into this ____ day of May, 2026, by and between City of Arcadia, sometimes hereinafter called "City," and **Onyx Paving Company, Inc.** "sometimes hereinafter called "Contractor."

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

a. **SCOPE OF WORK.** The Contractor shall perform all Work within the time stipulated in the Contract, and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5, below, for the following Project:

FIRST AVENUE ARTERIAL PAVEMENT REHABILITATION

The Contractor and its surety shall be liable to the City for any damages arising as a result of the Contractor's failure to comply with this obligation.

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **60 working days** from the commencement date stated in the Notice to Proceed. **Due to proximity to First Avenue Middle School, special considerations for this project are as follows:**

- i. **Commencement of work between California Street and El Dorado Street cannot begin until JUNE 4, 2026.**
- ii. **Completion of work between Huntington Drive and El Dorado Street shall be before AUGUST 18, 2026.**

By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of One Million Four Hundred Twenty Eight Thousand Dollars (\$1,428,000). Payment shall be made as set forth in the General Conditions.

d. **LIQUIDATED DAMAGES.** In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the City the sum set forth in Section 00 73 13, Article 1.11 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the City may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

e. **COMPONENT PARTS OF THE CONTRACT.** The "Contract Documents" include the following:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Bid Bond
Designation of Subcontractors
Information Required of Bidders
Non-Collusion Declaration Form
Iran Contracting Act Certification
Public Works Contractor Registration Certification
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contractor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

f. **PROVISIONS REQUIRED BY LAW AND CONTRACTOR COMPLIANCE.** Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

g. **INDEMNIFICATION.** Contractor shall provide indemnification and defense as set forth in the General Conditions.

h. **PREVAILING WAGES.** Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the City's Administrative Office or may be obtained online at <http://www.dir.ca.gov> and which must be posted at the job site.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

CITY OF ARCADIA

ONYX PAVING COMPANY, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Its: _____

Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____
City Attorney

(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)

END OF CONTRACT

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Arcadia (hereinafter designated as the "City"), by action taken or a resolution passed May ____, 2026, has awarded to ONYX PAVING COMPANY, INC., hereinafter designated as the "Principal," a contract for the work described as follows: **Contract No.** _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the City in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Civil Code Section 9100, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Revenue and Taxation Code Section 18663, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

By their signatures hereunder, Surety and Principal hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
 COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

 Title(s)

- Partner(s)
 - Limited
 - General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
 Name Of Person(s) Or Entity(ies)

DESCRIPTION OF ATTACHED DOCUMENT

 Title or Type of Document

 Number of Pages

 Date of Document

 Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Arcadia, (hereinafter referred to as "City") has awarded to ONYX PAVING COMPANY, INC., (hereinafter referred to as the "Contractor") an agreement for **Contract No.** _____, (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by City in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

- i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.
- iii. Permit the City to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

By their signatures hereunder, Surety and Contractor hereby confirm under penalty of perjury that surety is an admitted surety insurer authorized to do business in the State of California.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is \$_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto in addition to appropriate Notarial Acknowledgements of Execution by both Contractor and Surety.

Notary Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Title(s)

Title or Type of Document

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Insert W9 form on PDF copy.

DRAFT

Attachment No. 3

