

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, January 21, 2025, 6:00 p.m.

Location: City Council Conference Room, 240 W. Huntington Drive, Arcadia

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

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

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

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

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 submit it to the City Clerk prior to the meeting, or simply come to the podium when the Mayor asks for those who wish to speak. Speakers are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. At the Mayor's discretion, the time limit may be shortened to allow speakers to address the City Council.

Electronic submission of Public Comment is also available via the City's website or by email as noted below. 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.

1. **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.
2. **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.

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. **亲自出席：**填写一张发言人卡片，注明议程项目编号，然后在会议开始前提交给市书记官，或者在市长询问公众发言时，直接到讲台上发言。发言者通常每人限时五（5）分钟；如有时间调整，将在公众评论期间之前公告。根据市长的裁量权，时间限制可能会缩短，以便发言者向市议会发言。

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。

1. **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。
2. **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。

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

Dr. Michael Cao, Mayor
Sharon Kwan, Mayor Pro Tem
Paul P. Cheng, Council Member
David Fu, Council Member
Eileen Wang, 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 provide it to the City Clerk prior to the start of the meeting. Speakers are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9 (d)(1) to confer with legal counsel regarding the matter of Whittier, et al. v. Los Angeles Superior Court, et al, Los Angeles Superior Court (Case No. 23STCP03579).
- b. Pursuant to Government Code Section 54957.6, to confer with labor negotiators.

Agency Designated Representatives: City Attorney Michael Maurer.

Unrepresented Employee: City Manager Dominic Lazzaretto.

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

1. **CALL TO ORDER**
2. **INVOCATION**

Pastor Terrence Shay, Arcadia Police Department Chaplain

3. PLEDGE OF ALLEGIANCE

Steve Sherman, Navy Veteran and Arcadia Resident

4. ROLL CALL OF CITY COUNCIL MEMBERS

Dr. Michael Cao, Mayor
Sharon Kwan, Mayor Pro Tem
Paul P. Cheng, Council Member
David Fu, Council Member
Eileen Wang, 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 to former Arcadia High School student Nicole Ho in recognition of being crowned Miss Asia USA 2025.
- b. Presentation of a \$15,000 donation from the Friends of the Museum for an archival quality veterans exhibit case for the Gilb Museum of Arcadia Heritage.

8. PUBLIC HEARING

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card noting the agenda item number and provide it to the City Clerk prior to the start of the public hearing. Separate and apart from the applicant (who may speak longer in the discretion of the City Council) speakers are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or acting on any item not listed on the posted agenda. The applicant may additionally submit rebuttal comments, at the discretion of the City Council.

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

- a. Resolution No. 7610 authorizing an amendment to the Statement of Objectives and Projects for use of Community Development Block Grant (“CDBG”) funds for Fiscal Year 2024-25 to add an Americans with Disabilities Act (“ADA”) Curb Ramp Project; and execute a Memorandum of Understanding with the Los Angeles County Development Authority (“LACDA”).
CEQA: Not a Project
Recommended Action: Adopt
- b. Resolution No. 7611 authorizing the allocation of Community Development Block Grant (“CDBG”) funds for Fiscal Year 2025-26, and approving a Statement of Objectives and Projects for use of CDBG funds.
CEQA: Not a Project
Recommended Action: Adopt and Approve

9. PUBLIC COMMENTS (5-minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Speakers are generally limited to five (5) minutes per person; any changes to the allotted time will be announced prior to the Public Comment period. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

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

11. CONSENT CALENDAR

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

- a. Regular Meeting Minutes of December 17, 2024, and Special Meeting Minutes of January 13, 2025.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7614 authorizing a budget appropriation in the amount of \$60,000 (year one cost) from the Asset Seizure Fund; and approving the Professional Services Agreement with Peregrine Technologies, Inc. for Data Integration Services for a five-year period, in an amount not to exceed \$300,000.
CEQA: Not a Project
Recommended Action: Adopt and Approve
- c. Donation from the Estate of Robert G. Low for the purchase of books for children and young readers in the amount of \$12,926.28.
CEQA: Not a Project
Recommended Action: Accept
- d. Donation from the Friends of the Museum for a Veterans Archival Exhibit Case for the Gilb Museum of Arcadia Heritage in the amount of \$15,000.
CEQA: Not a Project
Recommended Action: Accept
- e. Contract with PTM General Engineering Services, Inc. for the Baldwin Avenue at Longden Avenue Traffic Signal Improvements and Traffic Signal Fiber Optics Network Extensions Project in the amount of \$481,018, plus a 10% contingency; and authorizing a payment of \$168,435.70 for the City's portion of traffic signal improvements at the intersection of Baldwin Avenue and Live Oak Avenue.
CEQA: Exempt
Recommended Action: Approve
- f. Extension to the Professional Services Agreement with Mariposa Landscapes, Inc. for Landscape Maintenance Services in the amount of \$666,914.15.
CEQA: Not a Project
Recommended Action: Approve

- g. Clarification to Professional Services Agreements for On-Call Engineering Design Services with HR Green Pacific, Inc., Kreuzer Consulting Group, and Psomas.
CEQA: Not a Project
Recommended Action: Approve
- h. Authorize payment to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority for the Reasonable Assurance Analysis (“RAA”) Update and Encanto Park Project in the amount of \$557,486.54.
CEQA: Not a Project
Recommended Action: Authorize and Approve
- i. Accept all work performed by KYA Services, LLC for the installation of new netting at Arcadia Par 3 as complete.
CEQA: Exempt
Recommended Action: Approve
- j. Accept all work performed by Ace Construction, Inc. for the Baseball Field Bleacher Project as complete.
CEQA: Exempt
Recommended Action: Approve

12. ADJOURNMENT

The City Council will adjourn this meeting in memory of longtime resident Morley Helfand to Tuesday, February 4, 2025, 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

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

MEETINGS: Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall, the Arcadia Library, and on the City's website at 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 submit a **Speaker Card** to the City Clerk prior to your comments, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record. Please provide the City Clerk with a copy of any written materials used in your address to the City Council as well as 10 copies of any printed materials you would like distributed to the City Council. The use of City equipment for presentations is not permitted.

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

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

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

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

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

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

欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

会议：市议会定期会议于每个月第一个和第三个星期二下午七时在市议会会议厅举行。在市政厅、阿凯迪亚图书馆和市政府网站 (www.ArcadiaCA.gov) 可以找到包含所有相关信息的完整市议会议程。单独的议程报告可应请求通过电子邮件索取 (CityClerk@ArcadiaCA.gov)。至于在发布该议程后向市议会多数成员分发的文件，公众可在阿凯迪亚市书记官办公室查阅，地址：240 W. Huntington Drive, Arcadia, California。市议会会议实况将通过有线电视进行现场直播和回放。如在以往的通知中所提示，如果您参加这次公开会议，您的图像和/或声音可能被录下并播出。

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

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

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

公开听证和上诉是为需要或希望征求公众意见的事项安排的日程。除申请人外（市议会可酌情决定延长申请人的发言时间），每位发言人的发言不得超过五（5）分钟。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。申请人还可以另外提交反驳意见。

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

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

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



STAFF REPORT

Development Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Jeramie Brogan, Management Analyst

SUBJECT: RESOLUTION NO. 7610 AUTHORIZING AN AMENDMENT TO THE STATEMENT OF OBJECTIVES AND PROJECTS FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) FUNDS FOR FISCAL YEAR 2024-25 TO ADD AN AMERICANS WITH DISABILITIES ACT (“ADA”) CURB RAMP PROJECT; AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (“LACDA”)
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

The overall goal of the Community Development Block Grant (“CDBG”) program is to provide assistance to low- and moderate-income families and individuals by enabling them to participate in various community activities, improve facilities for disabled residents, and eliminate blighted or substandard housing conditions. The Development Services Department is proposing to allot \$160,000 in unallocated, carry-over CDBG funds for Fiscal Year 2024-25 to an ADA Curb Ramp Project (“Curb Ramp Project”). The Curb Ramp Project itself will be brought forward at a later date for City Council consideration as a separate action; this action is merely an amendment to the spending plan for the CDBG program. It is expected that approximately 18 curb ramps will be installed/upgraded with these funds.

It is recommended that the City Council adopt Resolution No. 7610, authorizing an amendment to the Statement of Objectives and Projects for use of Community Development Block Grant (“CDBG”) Funds for Fiscal Year 2024-25 to add an Americans with Disabilities Act (“ADA”) Curb Ramp Project; authorize and direct the City Manager to modify the project allocations should amendments become necessary; and execute a Memorandum of Understanding with the Los Angeles County Development Authority (“LACDA”).

BACKGROUND

Since 1974, the City has been a participant in the Los Angeles Urban County's Community Development Block Grant Program. CDBG funds come from the U.S. Department of Housing and Urban Development ("HUD") and are administered by the Los Angeles County Development Authority ("LACDA") for participating cities in the County, including Arcadia. The City's use of these funds is restricted to meeting the objectives of assisting low- and moderate-income families and individuals or improving disability access. Over the years, the City has completed several ADA sidewalk and curb ramp projects with CDBG funds, providing accessibility to bus stops, parks, and other public facilities.

On January 16, 2024, the City Council approved the annual Statement of Objectives and Projects for use of Community Development Block Grant ("CDBG") Funds for Fiscal Year 2024-25. This action approved the allocation of Fiscal Year 2024-25 CDBG funds for the City's three ongoing CDBG-funded programs: the Home Improvement Program, Congregate Meals for Seniors program, and the Information and Referral Services for Seniors program.

On October 16, 2024, Arcadia was notified that it had an unallocated balance of \$160,491, which is available to be assigned to local programs and projects. Unallocated funds are carryover funds from previous allocations that were not expended. Each year, the City is notified of any unspent funds from previous fiscal years that are available to be programmed toward other eligible activities. A Curb Ramp Project has been proposed for the use of \$160,000 in unallocated funds, as it helps provide safe and accessible pathways to public facilities, consistent with both CDBG objectives and the City's approved ADA Sidewalk Transition Plan. From past experience using CDBG funds on ADA-related projects, such as the previous ADA Bus Stop Improvements Project, the City has found that these types of projects have a wide community benefit. Further, the proposed Curb Ramp Project will utilize \$160,000 of unallocated CDBG funds and enable the City to remain in compliance with CDBG expenditure requirements.

DISCUSSION

The ADA Curb Ramp Project will construct up to eighteen (18) accessible curb ramps throughout the City. Locations for the new ramps are chosen based on a number of factors, which include engineering analysis, resident requests, the absence of existing ramps, and the proximity of the proposed locations to schools. Selected locations for the ramps are as follows:

- Ten (10) ramps are located on Sierra Madre Boulevard between Claridge Street and Perkins Drive.
- Two (2) ramps are located at Sunset Boulevard and Okoboji Drive.
- Two (2) ramps are located at Lovell Avenue and Winnie Way.
- Four (4) ramps are located on Hugo Reid Drive at Magellan Drive and Old Ranch Road.

Most of the projected locations have sidewalks, but no access ramps. The proposed Curb Ramp Project will provide important progress towards completing the City’s ADA Sidewalk Transition Plan, providing accessibility in multiple areas throughout the City.

This item was noticed to the public on December 16, 2024, and no public comments have been received. If approved, the project will be put out to bid and a contract with the successful bidder will be returned to the City Council for review and approval.

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. Thus, this matter is exempt under CEQA per Section 15061(b)(3) of the CEQA Guidelines. A subsequent CEQA determination will be made when the contract for the construction work is returned to the City Council for review.

FISCAL IMPACT

CDBG funds come from HUD and are administered by LACDA as part of the Los Angeles Urban County’s CDBG Program. A total of \$160,000 of the City’s existing unallocated CDBG funds is proposed to be expended on the ADA Curb Ramp Project. While this funding has already been accepted by the City, CDBG project appropriations are subject to City Council approval. Should this allocation be approved, a contract for the ADA Curb Ramp project will be brought back to the City Council for consideration on a future agenda.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); adopt Resolution No. 7610 authorizing an amendment to the Statement of Objectives and Projects for use of Community Development Block Grant (“CDBG”) funds for Fiscal Year 2024-25 to add an Americans With Disabilities Act (“ADA”) Curb Ramp Project; authorize and direct the City Manager to modify the project allocations should amendments become necessary; and execute a Memorandum of Understanding with the Los Angeles County Development Authority (“LACDA”).

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7610

RESOLUTION NO. 7610

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE STATEMENT OF OBJECTIVES AND PROJECTS FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDS FOR FISCAL YEAR 2024-25 TO ADD AN AMERICANS WITH DISABILITIES ACT ("ADA") CURB RAMP PROJECT

WHEREAS, the Community Development Block Grant ("CDBG") Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of Arcadia contracts with the Los Angeles County Development Authority ("LACDA") for the disbursement of Community Development Block Grant Funds, through the Small Cities Program; and

WHEREAS, the City intends to allocate \$160,000 in Fiscal Year 2024-25 unallocated CDBG funds to the ADA Curb Ramp Project;

WHEREAS, the City Council has conducted a public hearing, with the required prior noticing to provide the public and opportunity to comment on the programs.

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

SECTION 1. The City Council approves the amendment to the Statement of Objectives and Projects for use of Community Development Block Grant ("CDBG") Funds for Fiscal Year 2024-25 to add an Americans with Disabilities Act ("ADA") Curb Ramp Project and instructs staff to submit the necessary document and a copy of this Declaration to the Los Angeles County Development Authority ("LACDA").

SECTION 2. The City Council authorizes the City Manager to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to,

allocating amounts on a per project basis, adjusting project budgets, implementing a new or cancelling existing activities, to allow for the timely expenditure of CDBG-funds.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 21st day of January, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



STAFF REPORT

Development Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Jeramie Brogan, Management Analyst

SUBJECT: RESOLUTION NO. 7611 AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) FUNDS FOR FISCAL YEAR 2025-26, AND APPROVING A STATEMENT OF OBJECTIVES AND PROJECTS FOR USE OF CDBG FUNDS
CEQA: Not a Project
Recommendation: Adopt and Approve

SUMMARY

In January of each year, the City is required to hold a public hearing and approve a Statement of Objectives and Projects for use of Community Development Block Grant (“CDBG”) funds for the next fiscal year. Following City Council approval, the project summaries and budgets are submitted to the Los Angeles County Development Authority (“LACDA”) for their final review and coordination with the U.S. Department of Housing and Urban Development (“HUD”), for disbursement of funds. For Fiscal Year 2025-26, LACDA has advised that the City will have an estimated allocation of \$286,738 in CDBG funds available for use.

It is recommended that the City Council adopt Resolution No. 7611, authorizing the allocation of Community Development Block Grant (“CDBG”) funds for Fiscal Year 2025-26 and approving the projects set forth in this report for Fiscal Year 2025-26, which include continuation of the Home Improvement Program, Congregate Meals for Senior Citizens, and Information and Referral Services for Senior Citizens.

BACKGROUND

Since 1974, the City has been a participant in the Los Angeles Urban County’s Community Development Block Grant Program. CDBG funds come from the U.S. Department of Housing and Urban Development (“HUD”) and are administered by the Los Angeles County Development Authority (“LACDA”) for participating cities in the County, including Arcadia. The City’s use of these funds is restricted to meet the objectives of assisting low- and moderate-income families and individuals or improving disability access. Federal regulations allow for a 15% maximum of a grantee’s anticipated

annual allocation to be used for public service programs. The balance of the annual funds must be directed toward projects that directly support and benefit low- and moderate-income families and individuals, or disabled community members.

For this upcoming Fiscal Year, it is recommended that CDBG funds be allocated to three (3) ongoing projects, which include continuation of the Home Improvement Program, Congregate Meals for Senior Citizens, and Information and Referral Services for Senior Citizens.

DISCUSSION

For Fiscal Year 2025-26, the City will receive an estimated allocation of \$286,738 in new CDBG funding. The following table is a summary of the projects and final funding amounts approved for Fiscal Year 2024-25, and the recommended projects and funding amounts for Fiscal Year 2025-26:

Projects	Current FY 2024-25	Proposed FY 2025-26
Home Improvement Program	\$370,056	\$243,738
<u>Public Service Projects</u>		
Congregate Meals for Seniors	\$23,558	\$23,000
Info. & Referral Services for Seniors	\$20,000	\$20,000
Totals	\$413,614	\$286,738

More details on each CDBG project activity proposed for Fiscal Year 2025-26 are provided below. It should be noted that the Home Improvement Program budget for Fiscal Year 2025-26 is notably less than last year’s budget. The lower budget in FY 2025-26 is because the Fiscal Year 2024-25 budget included additional carry-over CDBG funds from previous years that were allocated to the Home Improvement Program.

Home Improvement Program

Since 1974, the Home Improvement Program (“HIP”) has been comparatively the largest of the City’s CDBG programs, having assisted more than 500 low- and moderate-income homeowners in Arcadia. The current maximum grant amount is \$25,000 for single-family homes and \$20,000 for condominiums. Grants benefit income-qualified homeowners by providing needed home improvements and repairs, including painting, roofing, new windows, plumbing and HVAC improvements, energy-efficiency upgrades, and disabled accessibility modifications.

The recommended level of funding for the Home Improvement Program for Fiscal Year 2025-26 is \$243,738. Of these funds, 20% (\$48,747.60) is allowed to be used for administration of this program and will cover the cost of a consultant and staff time. It is anticipated that the City will assist approximately 7 to 8 income-qualified homeowners during Fiscal Year 2025-26.

To participate in the Home Improvement Program, a property owner is required to have owned and resided in their home for a minimum of five years prior to receiving a grant. The combined household income of all residents at the property may not exceed 80% of the area median income for Los Angeles County, which is calculated as combined annual earned income, plus up to 10% of all financial assets. The current program income limits for Fiscal Year 2024-25 are listed below (the limits for FY 2025-26 have not been released yet).

HIP INCOME LIMITS FOR FY 2024-25	
HOUSEHOLD	MAXIMUM INCOME*
1	\$77,770
2	\$88,800
3	\$99,900
4	\$110,950
5	\$119,850
6	\$128,750
7	\$137,600
8	\$146,500

*80% median household income for L.A. County

A property owner also may not own any additional real estate property besides their residence. As a condition of the program, homeowners authorize a Grant Memorandum of Agreement, which is recorded on their property deed and requires them to reimburse the City for the entire grant amount if they sell their property, or if the title is transferred within a five-year period following completion of their HIP project. Additional information on program eligibility requirements and processes can be found in the HIP Guidelines and Procedures, included in Attachment “B” to this report.

Congregate Meals for Senior Citizens – (Public Service Project)

This Program is one of two public service projects funded for the current fiscal year, which cumulatively, cannot exceed a total of 15% of the annual CDBG budget. This is an ongoing program that provides senior citizens with a nutrition program featuring midday meals, Monday through Friday, at the Community Center. The proposed funding of this project for Fiscal Year 2025-26 is \$23,000. It is anticipated that approximately 20,000 meals will be served during the next Fiscal Year. Further information on the Senior Meals program can be found in Attachment “C”.

Information and Referral Services for Senior Citizens – (Public Service Project)

The Information and Referral Services program provides seniors with information that is essential for maintaining independent and healthy lifestyles. Offerings include essential services and referrals such as Medicare/Medi-Cal assistance, legal assistance, health services, transportation, social security, housing assistance, in-home services, and educational opportunities. With a proposed budget of \$20,000, the current level of service can be maintained, which will serve approximately 700 clients during Fiscal Year 2025-26. Additional details on the Information and Referral Services Program can be found in Attachment “D”.

In addition to the new Fiscal Year 2025-26 CDBG funding, the City of Arcadia has a total balance of \$160,491 in unallocated, carry-over CDBG funds for Fiscal Year 2024-25, which is proposed to be allocated to an Americans with Disabilities Act (“ADA”) Curb Ramp Project as a separate City Council action. This item was noticed to the public on December 16, 2024, and no public comments have been received.

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

A total of \$286,738 is proposed to be expended during Fiscal Year 2025-26. All CDBG funding comes from HUD; however, CDBG project appropriations are included in the City’s operating budget and are subject to City Council approval. The funding amounts, as proposed, will help maintain existing service levels for each of the City’s three ongoing CDBG programs. Failure to program and expend the funds allocated will result in the funds being “taken back” by the County and reallocated.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); adopt Resolution No. 7611 authorizing the allocation of Community Development Block Grant (“CDBG”) funds for Fiscal Year 2025-26, and approving the Statement of Objectives and Projects for use of CDBG funds; authorize and direct the City Manager to modify the project allocations should amendments become necessary; and execute a Memorandum of Understanding with the Los Angeles County Development Authority (“LACDA”).

Approved:



Dominic Lazzaretto
City Manager

Attachment "A": Resolution No. 7611

Attachment "B": HIP Guidelines & Procedures for Fiscal Year 2024-25

Attachment "C": Congregate Meals for Senior Citizens Program Summary

Attachment "D": Information & Referral Services for Seniors Program Summary

RESOLUTION NO. 7611

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") FUNDS FOR FISCAL YEAR 2025-26, AND APPROVING A STATEMENT OF OBJECTIVES AND PROJECTS FOR USE OF CDBG FUNDS

WHEREAS, the Community Development Block Grant ("CDBG") Program has operated since 1974 to provide local governments the resources to meet the needs of persons of low-and moderate-income; and

WHEREAS, the City of Arcadia contracts with the Los Angeles County Development Authority ("LACDA") for the disbursement of Community Development Block Grant Funds, through the Small Cities Program; and

WHEREAS, the City of will receive an estimated total of \$286,738 in Fiscal Year 2025-2026 in Community Development Block Grant Funds; and

WHEREAS, the City Council has conducted a public hearing, with the required prior noticing to provide the public and opportunity to comment on the programs.

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

SECTION 1. The City Council approves the Community Development Block Grant ("CDBG") Program Budget for Fiscal Year 2025-2026 and instructs staff to submit the necessary document and a copy of this Declaration to the Los Angeles County Development Authority ("LACDA").

SECTION 2. The City Council authorizes the City Manager to adjust the Program budget as necessary throughout the Fiscal Year. This includes, but is not limited to,

allocating amounts on a per project basis, adjusting project budgets, implementing new or cancelling existing activities, to allow for the timely expenditure of CDBG-funds.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 21st day of January, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Attachment "B"

City of Arcadia
HOME IMPROVEMENT PROGRAM
Guidelines and Procedures
FISCAL YEAR 2024-25

EFFECTIVE 07/01/2024



City of Arcadia
Development Services Department
240 West Huntington Drive
PO Box 60021
Arcadia, CA 91066-6021
(626) 574-5409
www.ArcadiaCA.gov

Home Improvement Program Guidelines

I. OBJECTIVE

The purpose of Arcadia's Home Improvement Program (HIP) is to assist low to moderate income homeowners with home improvements to their primary residence. The homes must be located within residential zones and owner-occupied. An income eligibility table is included as Attachment A.

II. TYPE OF ASSISTANCE

The City of Arcadia operates a Home Improvement Program (HIP) utilizing Community Development Block Grant Funds (CDBG) through the Los Angeles County Community Development Authority (LACDA) to provide eligible households with grants. The Program provides maximum grants of \$25,000 per single family home and \$20,000 per condominium or townhouse. *Exception: The cost of any required lead-based paint and/or asbestos testing and clearance inspections for a project shall not be counted towards the maximum grant amount.*

III. ELIGIBILITY CRITERIA

A. Homeowner Eligibility Requirements

1. Household Income

Adjusted Gross annual household income may not exceed 80% of the Los Angeles County Median income adjusted for family size as provided by the U.S. Department of Housing and Urban Development (HUD). The City will require documentation of both household size and household income information to determine application eligibility.

2. Definition of Household: For households applying for the City of Arcadia's Home Improvement Program, all persons on title are considered household members and all persons in residence are considered household members for the purpose of determining income eligibility.

3. Definition of Annual Household Income: For the purpose of determining Program eligibility, annual income will include:

- Adjusted gross income.
- Cash income received from such sources as rents, Social Security benefits, pensions, and periodic income from insurance policy annuities.

- Periodic cash benefits from public assistance and other compensation, including AFDC, SSI, Worker’s Compensation, State Disability Insurance, and unemployment benefits; and
- Interest earned on savings, checking, money market accounts and all other assets/investments.
- Payments designated specifically for foster children or their non-disposable income.
- Two percent (2%) of the value of all financial assets is included in addition to the above income for purposes of determining “household income”. For liquid assets, ten percent (10%) of the combined asset value over \$200,000 is included for purposes of determining household income.

4. **Annual Income does not include:**

- Non-cash income such as food stamps or vouchers received for the purpose of food or housing.
- Capital gains or losses.
- One-time unearned income such as scholarships and fellowship grant, accident, health or casualty insurance proceeds, prizes or gifts, inheritances; and
- Payments designated specifically for medical or other costs.

The City will make the final decision in situations where the classification of income is disputed.

B. Property Eligibility Requirements

Following determination of homeowner eligibility, the owner must demonstrate property eligibility. To be eligible to receive Program assistance, real property will be evaluated and must meet each of the requirements set forth below:

1. **Location and Type of Property**

The property must be a single-family home, condominium, or townhouse to be eligible for the Program. The Property must be owner-occupied and located within the city boundaries of Arcadia. Participating properties must be the primary residence of the participating property owner.

Owners of condominiums and townhomes will need to provide pre-approval from their HOA of the approved improvements before work begins. (Repairs are limited to the interior of each qualified unit. No common areas or exterior repairs are eligible under the Home Improvement Program).

2. **Condition**

The single family units must be in need of exterior repairs to (i) correct existing nonconforming development standards, (ii) correct existing nonconforming local and/or state code requirements, (iii) correct existing local and/or state code violations, (iv) protect the structural integrity of the property, (v) refurbish exterior and/or eligible interior improvements (necessary for health and safety), or (vi) aid the mobility of the physically disabled and/or elderly.

All eligible improvements must be pre-approved by the City of Arcadia. Submission of receipts, invoices and/or bills for work completed prior to City approval/ inspection will be considered ineligible for reimbursement.

3. **Ownership and Owner-Occupancy Requirements**

The income eligible homeowner(s) must hold record fee simple title to the property and must occupy the property as a primary residence. The city will not approve homeowners listing their home for sale.

4. **Restriction on Owning Additional Property**

To be eligible for this program, homeowner(s) may not own any rental, investment, or other real estate property besides their primary residence. Exceptions to this participation limitation may be considered for properties with emergency building and safety issues and/or code compliance violations on a case-by-case basis, but only to fund improvements that address the specific outstanding issue or violation.

5. **Residency Requirement**

Property owners applying for the Home Improvement Program are required to have owned and occupied the residence for a minimum of five (5) years prior to applying for the Home Improvement Program. The purpose of this requirement is to ensure that property owners have established permanent residency within the City prior to receiving a grant.

6. **Mortgage Status**

Homeowner(s) cannot be delinquent on their mortgage or in foreclosure as it pertains to the primary residence. Documentation listed in Section IV.8 must be submitted for determining eligibility.

7. **Previous Program Participation**

Property owners can only participate in this program once every five years and receive a maximum of two grants. First-time participants are given priority over previous participants. Exceptions to these participation limitations may be considered for properties with emergency building and safety issues and/or code compliance violations on a case-by-case basis, but only to fund improvements that address the specific outstanding issue or violation

IV. APPLICATION PROCEDURES

Application materials for participation in the HIP program can be obtained from and returned to the Development Services Department at City Hall, located at 240 West Huntington Dr., Arcadia, CA 91007 or on the City's website. The application must be completed in its entirety and submitted to the location indicated in the guidelines. When funding becomes available, staff will contact homeowners who have submitted an HIP application and schedule interviews to determine program qualification. At the interview appointment, the following documentation must be provided for consideration:

1. Verification of personal income and assets which will include, but is not limited to the applicant's two most recent pay stubs, award letters from social security/pension and recent federal income tax returns (if self-employed, up to 2 years of returns and profit and loss statements for the past 2 years)
2. Proof of ownership (Grant Deed, Trust and/or current Property Tax Bill)
3. Proof of residency (utility bills, car registration)
4. Bank/Financial statements for the past 3 months
5. Proof of current property insurance
6. Copy of current mortgage statement for subject property
7. Sign notification/acknowledgement of Lead Based Paint and Asbestos
8. Completed Real Estate Form indicating no additional investment properties
9. Approve Program Guidelines

Application approval is subject to funding availability, income eligibility and past participation in the Program.

V. SELECTION OF HOMEOWNER(S)/SCREENING PROCESS

- A. Applications will only be accepted from low to moderate income property owners located within the City of Arcadia. Properties located within the unincorporated Los Angeles County area are ineligible for this program. Those out of the city limits will be referred to the Los Angeles County's Program.
- B. Eligible participants will be selected on a first-come, first-served basis, and the availability of CDBG funds.

- C. Pre-qualification - Each application filed with the City shall be date stamped and will be processed in the order received. Staff will review applications for completeness and will verify property and income eligibility. Incomplete applications will not be processed until all requested information is submitted by a specified time. Staff will notify in writing all ineligible households.

The City requires all households participating in the Home Improvement Program to meet specific income limits as determined by Housing Urban Development (HUD), based upon household size. For reference, HUD published income limits, according to household size, for Los Angeles County is attached (Attachment A).

- D. Annual income is the gross amount of income that is anticipated to be received by all members of the household during the twelve months following the effective date of determination, as well as reviewing the income from the preceding year.
- E. An applicant is considered ineligible, if:
 - 1. The property is not located within the city boundaries and in the designated residential zones.
 - 2. The property is non-conforming, i.e., more than one structure on the property is a dwelling unit.
 - 3. The household income exceeds the income limit established by HUD.
 - 4. The property is not the owner's primary residence. (Rental properties are ineligible).
 - 5. The information on the application is found to be inaccurate or insufficient to determine the household income for program eligibility.
- F. Property owners can only participate in this program once every five years and receive a maximum of two grants. First-time participants are given priority over previous participants. Exceptions to these participation limitations may be considered for properties with emergency building and safety issues and/or code compliance violations on a case-by-case basis, but only to fund improvements that address the specific outstanding issue or violation.

VI. METHOD OF CALCULATING ASSISTANCE

The amount of HIP Program funds provided to an eligible project shall be established through the property inspection work write-up, cost estimate, and bidding results as described below and shall not exceed \$25,000 per participating household/property for single-family dwellings, and \$20,000 for townhomes and condos. *Exception: The cost of any required lead-based paint and/or asbestos testing and clearance inspections for a project shall not be counted towards the maximum grant amount.*

A. **Property Inspection Procedures**

The City will conduct the initial, interim, and final property inspection for code compliance, with the homeowner(s), or the owner's representative. The inspection will include:

1. Interview with the homeowner(s), or owner's representative to identify specific housing issues.
2. Walk through of property with a checklist, accomplished by the property owner(s) identifying recommended and necessary improvements.
3. A summary list of repairs complied and approved by City staff with recommendations from the homeowner(s).
4. Only when components of the scope of work is suspected to have lead paint or asbestos issues, a certified LBP/asbestos inspector will be utilized for any inspections involving the areas contaminated with LBP or asbestos.

B. **Preparation of Work Write-up and Cost Estimate**

1. The City will be responsible to inspect property to identify violations of health, safety, and building codes.
2. The City will prepare a detailed work write-up (specifications) that addresses all violations of health, safety, and building codes, and provides (for properties constructed before 1978) for testing and abatement/removal of lead-based paint, limited asbestos testing (if applicable) and identifies any other rehabilitation efforts to be conducted.
3. The city will file the completed deficiency list, work write-up and cost estimate that notes dates of inspection, (and if needed) persons in attendance at walk through and any special circumstances.
4. The City will obtain architectural design approval from Planning Services for all exterior rehabilitation work prior to the contractor selection process.
5. If the property is not suitable for rehabilitation and/or if the homeowner discontinues the process, a termination/denial letter will be mailed to the homeowner.

C. **Contractor Selection Procedures**

1. Upon approval by the City, the homeowner will obtain a minimum of two (2) bids (per LACDA's program audit) from qualified contractors that are licensed contractors that have not been placed on a debarment list by

HUD and are in good standing with the State of California's Contractor Licensing Board.

2. The homeowner's selected bid from a qualified contractor will be examined by the City and must be the lowest responsible bidder to be awarded the contract.
3. More than one contractor/subcontractor can be selected for rehabilitation work, depending upon the nature and scope of the rehabilitation work.
4. Contractors are responsible for obtaining and/or verifying architectural design approval from Planning Services for all exterior rehabilitation work (paint color, window material, mechanical equipment enclosures, etc.).
5. The lowest responsible contractor must have a valid city business license, current and valid general liability, and workmen's compensation insurance (if applicable) and a current State of California contractor's license prior to receiving award of the contract. The Contractor will be responsible for obtaining the necessary building permit(s) and ensuring that permit(s) is/are finalized.

VII. CALCULATION OF SUBSIDY/COST REASONABLE REVIEW

The City will determine reasonable rehabilitation cost for work to be performed based upon the scope of work. This cost shall be established by utilizing market data and published construction cost guidelines. The city will review bids to determine cost reasonableness and will ensure compliance with the Scope of Work.

VIII. ELIGIBLE COSTS

- A. Eligible Hard Costs - Program funds are available for rehabilitation costs to properties that either correct substandard conditions, correct violations of local housing codes or address health and safety issues and are physically attached to the property and permanent in nature. General repairs not corrective in nature shall be given lower priority. Eligible repairs include, but are not limited to the following:
 1. Repairs that remedy existing nonconforming uses such as garage conversions, additions, etc.
 2. Exterior work to help preserve or protect structures such as painting, roofing, repair/replacement of screens/windows, doors, and door locks, structural and/or foundation damage, repair of sidewalks and driveways, fencing.
 3. Interior work to make a structure more livable and repair/replace/ restore important parts such as cabinets, counters, plumbing, damaged flooring,

faulty or inadequate heating, damaged ceilings, water heaters, electrical wiring and service, painting.

4. Fumigation and treatment of termites and pest control.
5. Testing/abatement of lead-based paint and asbestos hazards.
6. Weatherization and energy conservation items such as insulation, caulking, weather stripping and new energy efficient windows and HVAC system.
7. Modifications which aid the mobility of the elderly and physically disabled such as shower units with seats, lever hardware, retrofitting toilets to achieve adequate height, moving power points and light switches, ramping reconstructing doorways, lowering sinks in kitchens and bathroom.
8. Energy audits, if applicable.
9. Approved emergency repairs, such as plumbing, roofing and electrical.
10. Lead-based painting testing and clearance inspections
11. Asbestos testing and clearance inspections.

IX. INELIGIBLE COSTS

1. Repair, purchase, or installation of appliances/or structures that are designed and manufactured to be freestanding and window air conditioning units.
2. Recreational items such as barbecues, hot tubs/jacuzzi, swimming pools, saunas, tennis courts.
3. Non-essential items such as security alarms and protection bars, decorative items, window coverings, awnings, patios, decks, and storage sheds/workshops, driveways, and landscaping. Repairs to garage structures only are not allowed (must be linked with repairs to the home).
4. Other proposed improvements as determined ineligible by the City of Arcadia and/or the LACDA.
5. Regarding condos and townhomes, common areas such as windows, walkways, certain electrical and plumbing repairs, exterior painting, HVAC units and insulation.

X. GRANT DOCUMENT PREPARATION

- A. Once the bid is awarded and the grant amount has been approved, the participating Homeowner will be required to sign a Grant Memorandum Agreement (Attachment B). The Community Development Administrator will then approve and sign the Agreement.
- B. The original signed document will then be forwarded to the Los Angeles County's Recorder's Office for recording.

XI. CONSTRUCTION PROCESS

- A. Upon contractor selection and full execution of the Grant Agreement by the affected homeowner(s) (which shall list work as described in the bid specifications), homeowner(s) must sign the Construction Contract. Once signed by the homeowner(s) and the awarded contractor, a Notice to Proceed will be issued by the City.

At that time, the Contractor will carry out the required work under the supervision of staff. Work shall commence no later than thirty (30) days from the date the last agreement is executed by the affected homeowner(s) and be completed no more than ninety (90) days after the start date.

- B. A building permit will be required for all projects that require a permit. A "Final Inspection" will be required for these projects, prior to any payments being made.
- C. All awarded Contractors working with the Home Improvement Program will be required to meet the requirements listed in this guideline (Section VI, Part C).
- D. Rehabilitation projects will be closed subsequent to Building Department staff approval of the rehab work performed, and data entered the LACDA rehab panel.

XII. CONSTRUCTION/PROJECT MANAGEMENT

- A. The City will be responsible for conducting initial, interim, and final inspections for participating properties. These inspections shall be performed to ensure code compliance, adherence to work write-ups, and progress inspections. The City will also assume responsibility for determining cost reasonableness based upon market data and published construction cost guidelines.
- B. The City must determine initial areas where health, safety, building, city, and other codes must be addressed and will monitor progress in correcting these deficiencies.
- C. The City must identify all rehabilitation activities to be conducted and shall create a work-write up which addresses all code requirements and rehabilitation

activities, lead based paint testing and removal/abatement, if necessary, while excluding all ineligible activities.

- D. The City will conduct all progress inspections to ensure the continued quality of all construction, including adherence to the scope of work and all building codes.
- E. During the approval and construction management process, staff will input all required documentation regarding household income and property description onto Los Angeles County Development Authority's (LACDA) website – rehabilitation panel.

XIII. CONSTRUCTION PAYMENTS

Upon the completion of the rehabilitation project, the following documents must be submitted to Community Development Division for the processing of payments:

- A Contractor Payment Request form must be completed and signed by the contractor as well as the homeowner. The Contractor must provide his/her City of Arcadia business license information and the Tax ID number to process the requested payment.
- The “Waiver and Release” form must be completed and signed by the Contractor.
- An original invoice must be submitted by the Contractor.
- If applicable, a copy of the permit finalized by the City's Building and Safety Department must be submitted by the contractor or homeowner(s).

If the homeowner(s) has paid for any portion of the improvement, proof of payment must be provided to the Community Development Division along with the above documents. Payment will not be made to the contractor without the proof of payment by the homeowner.

Upon processing the final payment, payment and final inspection information will be entered into the County's rehab panel for final submission.

XIV. GRANT PROVISION AND MONITORING COMPLIANCE

Home Improvement Program participants must sign an agreement indicating that they will remain in the home a minimum of five (5) years following completion of the grant-funded improvements. If the home is sold or the title is transferred within five (5) years, the property owner is required to reimburse the City for the entire grant amount.

EXCEPTION: *If the home is sold or the title is transferred due to a legitimate hardship as determined by the Development Services Director, or designee, the grant recipient may be exempt from part or the total reimbursement amount.*

For the purposes of this program, “sale or transfer of title” shall mean any sale or transfer that will cause the assisted property to be reassessed by the Los Angeles County Assessor’s Office pursuant to Article XIII A of the California Constitution (commonly referred to as Proposition 13).

To verify compliance, staff may also conduct site visits or consult Los Angeles County records for homeowners who has participated within the past five years to confirm continued occupancy of the property as their primary residence.

XV. EQUAL OPPORTUNITY

Program participants will be selected on a first-come, first-served basis and based upon previous participation.

No person shall be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity funded in whole or in part with Home Improvement funds. In addition, Home Improvement funds must be made available in accordance with all federal laws and regulations.

XVI. AFFIRMATIVE MARKETING PROCEDURES

Program information is available to the Arcadia community through various sources. The application and brochure explaining the Program are available at the Development Services Department, City of Arcadia, and 240 West Huntington Drive, Arcadia, California, 91007. The Home Improvement Program is advertised in the City’s local newsletter, which is mailed quarterly to all properties located within the City. Additionally, the program is published on the City’s website and can be viewed periodically on the local cable station to reach the City’s diverse population.

XVII. FAIR HOUSING

This policy will be implemented consistent with the City’s commitment to fair housing practices. No person shall be excluded from participation in, denied the benefit of, or be subject to discrimination on the basis of his or her religion or religious affiliation, age, race, ancestry, national origin, gender, marital status, familial status (children), physical or mental disability, sexual orientation, or any other arbitrary causes.

XVIII. LEAD-BASED PAINT AND ASBESTOS

Properties constructed prior to 1978 will require that a Lead Based Paint Notice be given to all property owners. As required by the County, all participating homeowners are provided a copy of the brochure entitled, “The Lead-Safe Certified Guide to Renovate Right” and sign a notice indicating receipt of this brochure issued by the EPA. The City of Arcadia is required to follow the federal LBP hazard regulations when implementing the home improvement program. When a grant application is approved, the city will provide the homeowner with information about potential lead hazards and the abatement and safety requirements of participating in the program. As part of the grant

program, the city will test Home Improvement assisted units constructed before 1978 for the presence of lead-based paint utilizing a licensed third-party vendor. Any lead-based found as a result of these tests shall be removed and/or abated as a priority item for rehabilitation.

In accordance with CDC requirements, all participating homeowners are provided a copy of the brochure entitled, "A Consumer Guide to Asbestos" and sign a notice indicating receipt of this brochure. Depending on the type of repairs, the property may require asbestos testing. The testing must be completed by a qualified third-party vendor and if necessary, the asbestos shall be removed and/or abated during the rehabilitation work.

XIX. DEBARMENT AND SUSPENSION

As required, the city and participating homeowner(s) will comply with all contractor debarment and suspension certifications.

XX. REPORTING

In accordance with federal requirements, Quarterly Performance Reports must be submitted to the Los Angeles County Development Authority (LACDA). The report is to identify the number of applicants, number of projects in progress, total number of projects completed, income range of clients, ethnicity, sex, and any disability of the head of household.

In accordance with federal requirements, the annual Contract/Subcontract Activity Report must be submitted to the Los Angeles County Development Authority (LACDA). HUD requires all contracts and subcontracts of \$10,000 or more executed during the specific period must be reported.

XXI. CONFLICT OF INTEREST

No member of the governing body of the City and or other official, employee or agent of the City government who exercises policy or decision-making authority in connection with the planning or implementation of the Home Improvement Program shall directly or indirectly be eligible for this Program.

XXII. PHOTO PERMISSION USAGE

All participating property owners must allow the City of Arcadia to photograph before and after pictures of the interior and exterior of the house, garage and other structures present at the subject property. The participating property owners understand that these photographs will be used to document the conditions and justify the assistance under the Home Improvement Program. The participating property owners also agree for the City of Arcadia to place these photographs in local newspaper articles and/or the City's newsletters as a method to promote and advertise the Home Improvement Program at any time.

All participating property owners will be required to complete and sign a Photography Permission Form (Attachment C) agreeing to the requirements stated in Section XXII of these guidelines. A signed form must be present in the project file prior to approval of the application and before any photos are taken and/or published by the City of Arcadia.

XXIII. AMENDMENTS

Amendments to these Guidelines may be made by the City whenever appropriate to improve the program effectiveness and to resolve program issues. As part of the amended adoption process, the City will review updated federal regulations issued by LACDA in their bulletins to participating cities, to ensure continued compliance with CDBG regulations.

ATTACHMENT A
CITY OF ARCADIA
HOME IMPROVEMENT PROGRAM
LACDA PUBLISHED INCOME LIMITS
(Effective May 2024)

Number of Persons in Household	Annual Income Limit
1	\$77,770
2	\$88,800
3	\$99,900
4	\$110,950
5	\$119,850
6	\$128,750
7	\$137,600
8	\$146,500

***Income limits are subject to change by the Los Angeles County
Development Authority (LACDA)***

ATTACHMENT B

CITY OF ARCADIA
Development Services Dept.
240 W. Huntington Drive
Arcadia, CA 91066-6021

FREE RECORDING
GOVERNMENT CODE SECTION 6103

_____ SPACE ABOVE THIS LINE FOR RECORDING USE _____

GRANT MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Memorandum”) is made and entered into this ____ day of ____, 2024 by and between _____ and the CITY OF ARCADIA, a municipal corporation (“City”). Homeowner and City hereby agree as follows:

1. As a participant in the 2023-2024 Home Improvement Grant Program (“Program”), Homeowner is receiving from City a Community Development Block Grant funded Home Improvement Grant in the amount of _____ Dollars and 00/00 Cents (\$00,000.00) (the “Grant”) for rehabilitation of property described in Exhibit A, which is attached hereto and incorporated herein, (the Property”), and has a street address of _____ in the CITY OF ARCADIA.
2. Pursuant to the Program, among other things, the Homeowner agrees to retain ownership of the Property for no less than five (5) full calendar years after the completion of all rehabilitation work.
3. As soon as reasonably practicable following the completion of the rehabilitation work on the Property, Homeowner shall submit a written Notice of Completion to the City evidencing the date of completion of the rehabilitation work.
4. The required five-year period of ownership of the Property by Homeowner ends on ____ when the Grant is forgiven.
5. If the Homeowner chooses to transfer any interest of the Property before the date set forth in paragraph 4 of this Memorandum, then the Homeowner must reimburse the City the full amount of the Grant.
6. If the Homeowner transfers any interest in the Property before the date set forth in the Notice of Completion, then the City must receive written notice addressed to the following:

CITY OF ARCADIA
HOME IMPROVEMENT PROGRAM
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

7. Reference is hereby made to the “Three-Party Agreement/Disclaimer” executed between the Parties on ____, and all documents related to the Grant, in their entirety, for any and all purposes. True copies of this Memorandum and those documents are on file in the offices of City at 240 W. Huntington Dr., Arcadia, CA 91007.

CITY OF ARCADIA
Date: _____

By: _____
Jason Kruckeberg, Assistant City Manager/
Development Services Director

HOMEOWNER
Date: _____

By: _____

ATTACHMENT C

**CITY OF ARCADIA
DEVELOPMENT SERVICES DEPARTMENT
HOME IMPROVEMENT PROGRAM**

PHOTOGRAPHY PERMISSION FORM

I, the undersigned, hereby grant permission to the City of Arcadia and its officials, officers, employees, representatives, and agents (collectively the "City"), and also the Development Authority of the County of Los Angeles, the Housing Authority of the County of Los Angeles, the County of Los Angeles and their officers, employees and agents (collectively the "County"), to use and/or publish for the City and County purposes, the photographs of the persons, properties and facilities described herein.

I, the undersigned, hereby hold harmless and specifically waive and release the City and County from any and all claims, now or in the future that may arise out of the City and County's use and/or publication of the photographs described herein.

Date of Photograph

_____ and/or _____
Name of Person(s) Photographed Name of Property and Facility Photographed

Name of Person(s) Granting Permission ("Permitter")

Address and Telephone Number of Person(s) Granting Permission ("Permitter")

Relationship of Permitter to the Person(s) and Facility Photographed

Signature(s) of Permitter

Date

ATTACHMENT D

CITY OF ARCADIA

When Recorded Return to:

CITY OF ARCADIA
Development Services Dept.
240 W. Huntington Drive
Arcadia, CA 91066-6021

FREE RECORDING
GOVERNMENT CODE SECTION 6103

_____ SPACE ABOVE THIS LINE FOR RECORDING USE _____

GRANT MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Memorandum”) is made and entered into this ____ day of ____, 2024 by and between _____ and the CITY OF ARCADIA, a municipal corporation (“City”). Homeowner and City hereby agree as follows:

1. As a participant in the 2023-2024 Home Improvement Grant Program (“Program”), Homeowner is receiving from City a Community Development Block Grant funded Home Improvement Grant in the amount of _____ Dollars and 00/00 Cents (\$00,000.00) (the “Grant”) for rehabilitation of property described in Exhibit A, which is attached hereto and incorporated herein, (the Property”), and has a street address of _____ in the CITY OF ARCADIA.
2. Pursuant to the Program, among other things, the Homeowner agrees to retain ownership of the Property for no less than five (5) full calendar years after the completion of all rehabilitation work.
3. As soon as reasonably practicable following the completion of the rehabilitation work on the Property, Homeowner shall submit a written Notice of Completion to the City evidencing the date of completion of the rehabilitation work.
4. The Homeowner agrees that the existing guest house located on the Property shall not be leased for a period of five (5) full calendar years after the date of the Notice of Completion.
5. The Homeowner shall allow the City to inspect the Property, as necessary as determined in the City’s sole discretion, to determine whether that the guest house is leased in violation of this Agreement. The City shall provide Homeowner with advanced written notice of each inspection.
6. The required five-year period of ownership of the Property by Homeowner ends on ____ when the Grant is forgiven.
7. If the Homeowner chooses to transfer any interest of the Property before the date set forth in paragraph 5 of this Memorandum, or if it is determined that the guest house located on the property is being leased, then the Homeowner must reimburse the City the full amount of the Grant.
8. If the Homeowner transfers any interest in the Property before the date set forth in the Notice of Completion, then the City must receive written notice addressed to the following:

CITY OF ARCADIA
HOME IMPROVEMENT PROGRAM
240 W. HUNTINGTON DRIVE
ARCADIA, CA 91007

9. Reference is hereby made to the "Three-Party Agreement/Disclaimer" executed between the Parties on _____ and all documents related to the Grant, in their entirety, for any and all purposes. True copies of this Memorandum and those documents are on file in the offices of City at 240 W. Huntington Dr., Arcadia, CA 91007.

CITY OF ARCADIA

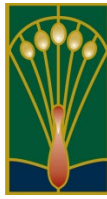
Date: _____

By: _____
Jason Kruckeberg, Assistant City Manager/
Development Services Director

HOMEOWNER

Date: _____

By: _____



City of Arcadia CDBG Senior Meal Program Policy

Mission

The mission of the City of Arcadia Senior Meal Program is to provide low-cost, nutritious meals, and socialization to the community. The program is open to people 50 years or older and does not have residency requirements. Clients who are 55 years of age and older, or meet other criteria of eligibility, qualify for subsidized assistance through the Community Development Grant Program (CDBG).

Services Provided

Arcadia Senior Meal Program not only provides seniors with a healthy, affordable meal option, but provides a social environment for individuals to combat isolation and extend lifelong learning. Throughout the year, several events are held during Senior Meal Program including birthday lunches, entertainment, and educational presentations.

Tracking

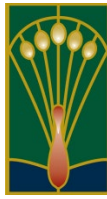
First time clients who wish to purchase a meal will be asked to show verification by State/Federal Issued ID. Individuals 55 years of age and older or who meet CDBG eligibility will be given a Client Intake Form that is to be completed and returned back to staff. All Client Intake Forms will be entered into CDBG website as soon as possible. Completed Client Intake Forms and tracking sheets are filed and stored in Recreation Supervisor's Office. The intake forms will be kept in storage for 5 years. When clients return to purchase lunch, staff will check the CDBG data base to confirm they have submitted a Client Intake Form for the current fiscal year.

Implementation

Arcadia Senior Meal Program, in conjunction with the contracted caterer, creates a monthly menu that is publicly posted and is subject to change. Tickets for lunch are sold at the front desk starting at 7:30am until 12:15pm or until lunch is sold out. Individuals between the ages of 50-54 may purchase a meal for \$4, while people 55 years of age and older or who meet CDBG eligibility, pay a subsidized price of \$2. The clients must pay prior receiving a meal and no reservations are to be made for any subsequent day's lunch. At the conclusion of the program at 12:15pm, if there is leftover food, clients are allowed to have second portions, so long as it is consumed in the dining room. Taking food home is not allowed and materials are posted informing clients that doing so can put them at risk for food borne illnesses.

Reporting

In accordance with Federal requirements for CDBG, staff will document the number of clients 55 years of age and older or who meet CDBG eligibility receiving meals. Staff will also submit a CDBG Quarterly Performance Reports.



City of Arcadia

CDBG Information and Referral Program Policy

Mission

The mission of the City of Arcadia Information and Referral Program is to assist people in need of social services and information on a variety of topics. The program is open to the public, regardless of age, race, gender, sexual orientation, physical ability or residency. Clients who are 55 years of age and older qualify for subsidized assistance through the Community Development Grant Program (CDBG).

Services Provided

The City of Arcadia Information and Referral Program provides the public with essential information to navigate the world around them. For the seniors, it allows them to maintain independent living and healthy lifestyles. Information is compiled and distributed for the following topics: government benefits, income taxes, notary public, housing, Medicare/Medi-Cal assistance, homelessness information, and veteran's resources.

Tracking

When a client 55 years of age and older or who meet CDBG eligibility inquires in person about information and referral services, they will be given a Client Intake Form that is to be completed and returned back to staff. Staff will then ask for verification of age by State/Federal Issued ID. All Client Intake Forms will be entered into CDBG website as soon as possible. Completed Client Intake Forms are filed and stored in Recreation Supervisor's Office.

Implementation

When an individual is requesting information, staff and volunteers will first look through the compiled Information and Referral cabinet for relevant handouts on the topic inquiry. If the cabinet does not hold the desired information or more assistance is required, the participant will be referred to the Recreation Coordinator supervising the Information and Referral Program. At that point, the Recreation Coordinator will research more resources and/ or refer the individual to the appropriate social service agency.

Reporting

In accordance with Federal requirements for CDBG, staff will document the number of clients 55 years of age and older or who meet CDBG eligibility receiving information and referrals. Staff will also submit a CDBG Quarterly Performance Reports.

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, DECEMBER 17, 2024**

CALL TO ORDER - Mayor Cao called the Study Session to order at 6:07 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

PRESENT: Cheng, Fu, Wang, Kwan, and Cao
ABSENT: None

PUBLIC COMMENTS – No one appeared.

CLOSED SESSION

- a. Pursuant to Government Code Section 54957, Public Employee Performance Evaluation.

City Manager.

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

City Negotiators: City Manager Dominic Lazzaretto, Assistant City Manager/Development Services Director Jason Kruckeberg, Human Resources Director Anely Williams, and Interim Administrative Services Director Henry Chen.

Employee Organizations: Arcadia Public Works Employees Association, Arcadia City Employees Association, Arcadia Police Civilian Employees Association, Arcadia Police Officers' Association, Arcadia Firefighters' Association, and unrepresented employees: Department Heads, Division Managers, Supervisors, and part-time employees.

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

No reportable action was taken.

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

1. **CALL TO ORDER** – Mayor Cao called the Regular Meeting to order at 7:04 p.m.
2. **INVOCATION** – Reverend Gina Milligan, Santa Anita Church
3. **PLEDGE OF ALLEGIANCE** – Ed Andersen, Army Veteran and Arcadia Resident
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cheng, Fu, Wang, Kwan, and Cao
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 Closed Session to discuss the two items listed on the posted agenda; he noted for the record that regarding Item b – Labor Negotiations, City Manager Lazzaretto was the sole negotiator; and also noted that Item a – Public Employee Performance Evaluation, was placed on the Closed Session agenda as part of the ordinary course of business.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto noted the submission of one email regarding Consent Item 10.g – purchase of portable handheld radios. He indicated that William Hooper had raised concerns about the bidding process for that contract and stated that City Attorney Maurer had input to share on the matter.

City Attorney Maurer stated that the points raised by Mr. Hooper had already been considered before placing the item on the agenda; he explained that the solicitation for the radios specified “Motorola or equivalent,” and required more specifics from any bidder proposing an equivalent product; and he stated that the solicitation allowed bidders to ask City staff for additional information. City Attorney Maurer emphasized that after considering all options, the City had met its procurement standards and that the City Council could award the contract to the second-lowest bidder, who included Motorola radios in their proposal.

7. PUBLIC HEARING

- a. Review of Historical Landmark No. HL 24-01 to designate the Earle L. and Mady G. Brod House designed by the Master Architect Richard Neutra as a Historical Landmark at 1203 Oakwood Drive.
CEQA: Exempt
Recommended Action: Adopt Resolution No. 7605 approving the Brod House as a Historical Landmark

Assistant City Manager/Development Services Director Kruckeberg provided background information about the item and Deputy Development Services Director Flores presented the staff report.

Mayor Cao opened the Public Hearing.

Chris Karlen, Applicant and Property Owner, appeared and explained why he feels the property should be considered a historical landmark; he expressed his appreciation for the architecture of the property; and indicated his intent to preserve the home’s original design while restoring and improving it.

Barbara Lamprecht, Historical Architect from Modern Resources, appeared and stated that there are very few original homes designed by Richard Neutra left in the world; she indicated that the Brod House is one of only three intact Neutra homes; she spoke about the architectural features and distinctive characteristics of the house; and encouraged the City Council to designate the Brod House as a historical landmark.

Mayor Cao closed the Public Hearing.

A motion was made by Council Member Cheng, seconded by Council Member Wang, and carried on a roll call vote to adopt Resolution No. 7605, approving Historical Landmark No. HL 24-01 with a Categorical Exemption Under the California Environmental Quality Act (“CEQA”) to designate the Earle L. and Mady G. Brod house designed by Master Architect Richard Neutra as a historical landmark at 1203 Oakwood Drive.

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

- b. General Plan Amendment No. GPA 24-01 to adopt an updated Safety Element and a new Environmental Justice Element within the City’s General Plan.

CEQA: Negative Declaration

Recommended Action: Adopt Resolution No. 7606 approving the General Plan Amendments

Planning Services Manager Graham presented the staff report.

Mayor Cao opened the Public Hearing - no one appeared.

Mayor Cao closed the Public Hearing.

A motion was made by Mayor Pro Tem Kwan, seconded by Council Member Wang, and carried on a roll call vote to adopt Resolution No. 7606 approving General Plan Amendment No. GPA 24-01 with a negative declaration under the California Environmental Quality Act (“CEQA”), updating the Safety Element and adopting a New Environmental Justice Element.

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

8. PUBLIC COMMENTS

No one appeared.

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

Council Member Kwan provided a report on the various events that she attended or will be attending as a representative of the City; she addressed public comments made about former Council Member Verlatto and herself at the previous City Council Meeting, stating that violence or intimidation have no place in Arcadia; she expressed pride in serving the community and stated her commitment to continuing to advocate for the City’s best interests; and she expressed her gratitude to City staff, residents, and her colleagues, wishing everyone Happy Holidays and a Happy New Year.

Council Member Fu shared inspirational stories about a couple of neighbors he encountered during his campaign, encouraging everyone to help each other and be kind to one another. He thanked those neighbors for allowing him to share their stories.

Council Member Cheng expressed his gratitude to Council Member Fu for his remarks; he shared a story about his father teaching him the importance of giving to others and another story about a neighbor whose advice had a positive impact on him; he thanked his colleagues for their

dedication to the community; he thanked City staff and the community for their contributions; and he wished everyone Happy Holidays and expressed his excitement for the year ahead.

Council Member Wang provided a report on the various events that she attended or will be attending as a representative of the City; she expressed her gratitude to the community for trusting her to be their voice; she thanked City staff for their efforts in maintaining a safe community for the residents; and wished everyone Happy Holidays and a Happy New Year.

Mayor Cao provided a report on the various events that he attended or will be attending as a representative of the City; he expressed his gratitude to City staff for their hard work and dedication to the community; he commended the community for their support; he ensured them that, with collective efforts, the City Council will make a meaningful difference; and he wished everyone Happy Holidays and a bright year ahead.

10. CONSENT CALENDAR

- a. Regular Meeting Minutes of December 3, 2024.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7608 approving wage adjustments for unrepresented, non-benefited part-time employees in accordance with California's minimum wage increase, effective January 1, 2025.
CEQA: Not a Project
Recommended Action: Approve
- c. Resolution No. 7609 amending Resolution No. 7598 establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2024, through June 30, 2027.
CEQA: Not a Project
Recommended Action: Approve
- d. Mayor's appointments of City Council Members to City boards, commissions, and outside agencies.
CEQA: Not a Project
Recommended Action: Receive and File
- e. Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of one 2025 Ford Maverick in the amount of \$35,003.44.
CEQA: Not a Project
Recommended Action: Approve
- f. Purchase Order with George Chevrolet for the purchase of a 2024 Chevrolet Silverado 1500 four-wheel drive ("4WD") Trail Boss in the amount of \$70,087.
CEQA: Not a Project
Recommended Action: Approve
- g. Grant award from the U.S. Department of Homeland Security – State Homeland Security Program ("SHSP") for reimbursement of portable handheld radio costs in the amount of \$63,960; reject low bid from Foothill Communications and award bid to Day Wireless.
CEQA: Not a Project
Recommended Action: Accept and Approve

- h. Accept all work performed by Dominguez General Engineering, Inc. for the Water Main Replacement Project as complete.
CEQA: Exempt
Recommended Action: Approve
- i. Allocate \$1,350,000 in American Rescue Plan Act ("ARPA") funds for the new Goldring Municipal Water Supply Well.
CEQA: Not a Project
Recommended Action: Approve

Mayor Pro Tem Kwan pulled item 10.c - Resolution No. 7609 amending Resolution No. 7598 establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2024, through June 30, 2027, for a separate vote.

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

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

A motion was made by Council Member Fu, seconded by Council Member Cheng, and carried on a roll call vote to adopt Resolution No. 7609 amending Resolution No. 7598 establishing compensation and related benefits for City Council, Executive Management, Management, and Unrepresented Confidential Employees for July 1, 2024, through June 30, 2027.

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

11. ADJOURNMENT

The City Council adjourned at 7:56 p.m. to Tuesday, January 21, 2025, at 6:00 p.m. in the City Council Conference Room.



Linda Rodriguez
City Clerk

**ARCADIA CITY COUNCIL
SPECIAL MEETING MINUTES
MONDAY, JANUARY 13, 2025**

CALL TO ORDER – Mayor Cao called the Special Meeting to order at 6:00 p.m.

ROLL CALL OF CITY COUNCIL MEMBERS

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

INVOCATION – Council Member Cheng

PLEDGE OF ALLEGIANCE – Fire Chief Suen

OPEN SESSION TO THE PUBLIC

- a. Resolution No. 7616 ratifying and declaring the existence of a local emergency for the January 2025 Windstorm and Eaton Fire.
CEQA: Not a Project
Recommended Action: Ratify and Adopt

City Manager Lazzaretto presented the Staff Report on the Eaton Fire, and City staff provided departmental briefings on the matter. A discussion ensued and City staff responded to questions and comments from the City Council.

City Manager Lazzaretto noted that Council Member Fu was tuning in and not in attendance due to illness.

Mayor Cao opened Public Comment, and no one appeared.

All Council Members in attendance thanked City staff for their efforts during the Eaton Fire and expressed their gratitude to the community for their patience during this difficult time.

A motion was made by Mayor Pro Tem Kwan, seconded by Council Member Wang, and carried on a roll call vote to adopt Resolution No. 7616 ratifying and declaring the existence of a local emergency for the January 2025 Windstorm and Eaton Fire.

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

The Special Meeting ended at 7:03 p.m.



Linda Rodriguez
City Clerk



STAFF REPORT

Police Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7614 AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$60,000 (YEAR ONE COST) FROM THE ASSET SEIZURE FUND; AND APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. FOR DATA INTEGRATION SERVICES FOR A FIVE-YEAR PERIOD, IN AN AMOUNT NOT TO EXCEED \$300,000
CEQA: Not a Project
Recommendation: Adopt and Approve

SUMMARY

The Police Department wishes to enter into an Agreement with Peregrine Technologies to provide public safety data integration services. Peregrine's hosted system will consolidate a broad range of current and evolving police technologies into one portal, enabling real time analysis of pertinent data and resulting in more efficient use of police resources. With this new data integration, police staff will be able to immediately surface and identify actionable information to conduct investigations, ultimately solving and preventing crime in the City.

To ensure the City is receiving the highest quality of services and most competitive pricing for these services, the Department explored possible contract opportunities. Recently, the City of Alhambra selected Peregrine for a Real-Time Data Visualization platform through a competitive bidding process that meets the City of Arcadia's purchasing policy. It was determined that "piggybacking" on the competitive pricing bid with the City of Alhambra best meets the City's public safety data integration service needs.

It is recommended that the City Council adopt Resolution No. 7614 authorizing a budget appropriation in the amount of \$60,000 (year one cost) from the Asset Seizure Fund; and approve the Professional Services Agreement with Peregrine Technologies, Inc. for data integration services for a five-year period, in an amount not to exceed \$300,000.

BACKGROUND

The Police Department currently uses multiple data systems for its daily operations. Most of these systems are not linked and require a significant amount of time, training, and effort to cross-analyze case-related data and effectively investigate crime trends. This makes it difficult to proactively understand and respond to public safety concerns in real time. Peregrine is an advanced analytics platform that provides a single point of access to view and analyze large-scale, real-time data from multiple sources. The software performs several critical functions, including data integration, search and information retrieval, advanced analytics, data management, collaboration, access control, and security. The Peregrine software would provide critical capabilities in furtherance of the Department's goals for its real time information center.

DISCUSSION

Peregrine Technologies provides a one-stop solution for data integration through their proprietary software that allows all personnel to access multiple databases through one useful, actionable portal. Peregrine will integrate data from the Computer Aided Dispatch ("CAD"), Records Management Systems ("RMS"), digital evidence software, mobile surveillance trailer data, and GPS tracking systems. This will create a comprehensive view to easily gain immediate, real-time access to much of the City's critical Public Safety information.

Currently, the process of critically analyzing data and producing meaningful reports is done manually. This is an extremely inefficient and costly approach. Peregrine Technologies provides a powerful, unique solution that allows for intelligent analysis and reporting capabilities across all platforms and applications currently utilized by the Department. Peregrine does not create or bring any new data to the City, rather, it utilizes data from systems the City owns to show trends, relationships, locational similarities, and other data, in a visual and useful way to investigators, leaders, and field personnel.

Peregrine provides a powerful solution to address the demand for increased transparency by enabling staff to more easily respond to Public Records Act requests, subpoenas, and the need for meaningful fact-based information related to policing (i.e., informal and formal public contacts, community engagement, deployment of resources, crime trends, policies and procedures, use of force, etc.).

The City's Purchasing Policy allows 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 Alhambra issued a competitive Request for Proposals solicitation for a Real-Time Data Visualization platform. In September 2024, the City of Alhambra awarded a contract to Peregrine Technologies, Inc. The Department explored possible contract options and it was determined that piggybacking on the competitive pricing bid with the City of Alhambra would be the best option to meet the City's needs for a real-time data visualization platform. The cost for Peregrine Technologies' hosted system with data integration services is \$300,000 (\$60,000 annually) for a five-year period. By committing to a five-year Agreement, the price remains secure over the contract term.

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

A budget appropriation in the amount of \$60,000 from the Asset Seizure Fund is requested for Year 1 cost of the Agreement. Requests for funding in Years 2 through 5 will be made during the annual budget process.

RECOMMENDATION

It is recommended that the City Council determine this action is not a project under the California Environmental Quality Act ("CEQA"); adopt Resolution No. 7614 authorizing a budget appropriation in the amount of \$60,000 (year one cost) from the Asset Seizure Fund; and approving the Professional Services Agreement with Peregrine Technologies, Inc. for Data Integration Services for a five-year period, in an amount not to exceed \$300,000.

Approved:



Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7614
Proposed Professional Services Agreement

RESOLUTION NO. 7614

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AUTHORIZING A BUDGET APPROPRIATION IN THE AMOUNT OF \$60,000 (YEAR ONE COST) FROM THE ASSET SEIZURE FUND; AND APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH PEREGRINE TECHNOLOGIES, INC. FOR DATA INTEGRATION SERVICES FOR A FIVE-YEAR PERIOD, IN AN AMOUNT NOT TO EXCEED \$300,000

WHEREAS, the Arcadia Police Department (“Department”) desires to purchase public safety data integration software (“software”) to consolidate a broad range of current and evolving police technologies into one portal, enabling real time analysis of pertinent data and resulting in more efficient use of police resources; and

WHEREAS, it has been determined that the software from Peregrine (“Peregrine”) Technologies, Inc. best meets the City’s needs and to comply with procurement policy, the Department proposes to waive the formal bid process, and use the existing Agreement with Peregrine recently procured by the City of Alhambra in an amount not to exceed \$300,000 over a five-year period; and

WHEREAS, the amount for the purchase of the software was not planned for in the Police Department’s Fiscal Year 2024-25 Operating Budget; and

WHEREAS, a budget appropriation from the Asset Seizure Fund is needed to purchase the software in an amount not to exceed \$60,000 (Year 1 services); and

WHEREAS, an approval of utilizing the Agreement procured by the City of Alhambra will allow for the purchase of the software; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the Asset Seizure Fund; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA,

CALIFORNIA, DOES FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The sum of sixty thousand dollars and zero cents (\$60,000) is hereby appropriated from the Asset Seizure Fund.

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

Passed, approved, and adopted this 21st day of January, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney



PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
Customer Name: City of Arcadia	Contact: Roy Nakamura
Address: 250 W Huntington Dr, Arcadia, CA 91007	Phone: 626-574-5151
Email: rnakamura@arcadiaca.gov	Fax: N/A

Peregrine Services
Effective Date: January 31, 2025
Initial Term: From the Effective Date through January 30, 2030 (" <u>Initial Term</u> ").
<p>Service Fee: The following fee schedule is available to the Customer if Order Form is signed on or before January 31, 2025. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$60,000 annually for the Term as follows:</p> <ul style="list-style-type: none">a. \$60,000 within 30 days of the Effective Dateb. \$60,000 within 30 days of 1/31/2026c. \$60,000 within 30 days of 1/31/2027d. \$60,000 within 30 days of 1/31/2028e. \$60,000 within 30 days of 1/31/2029
Users: Customer may allow an unlimited number of employees of the Arcadia Police Department to access and use the Service.
Onboarding and Training Services: Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
<p>Professional Services: The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: EIS CAD and RMS, Axon Evidence.com, LVT Trailer Cameras, and 3SI.</p> <p>The Customer is responsible for any third-party API or data access fees.</p> <p>Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work.</p> <p>For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.</p>

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the “**Terms and Conditions**,” and together with this Order Form, the “**Agreement**”). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

DRAFT

**PROFESSIONAL SERVICES AGREEMENT REGARDING
PEREGRINE TECHNOLOGIES, INC. DATA INTEGRATION SERVICES**

Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form (“**Order Form**”) by Peregrine Technologies, Inc. (“**Peregrine**”), a corporation with its principal place of business at 71 Stevenson St, 7th Floor, San Francisco, CA 94105 to 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 W Huntington Dr., Arcadia, CA 91007 (“**Customer**”). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

1. Definitions.

“**Aggregated Data**” has the meaning specified in Section 6.1.

“**CJIS Security Policy**” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

“**Client-Side Software**” means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine’s mobile application(s).

“**Criminal Justice Information Services Division**” or “**CJIS**” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

“**Customer Data**” means any of Customer’s data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine’s integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

“**Documentation**” means the materials supplied by Peregrine hereunder, in any media, including any and all installer’s, operator’s and user’s manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

“**Personal Information**” means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered “personal data”, “personally identifiable information”, or something similar under applicable laws, rules, or regulations relating to data privacy.

“**Professional Services**” has the meaning specified in Section 2.2.

“**Service**” means Peregrine’s proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

“**SOW**” has the meaning specified in Section 2.2.

“**Third Party Data**” means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

“**Third Party Products**” means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

“**Users**” means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

2. Provision of the Service and Additional Services.

2.1. Service. During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form that is attached hereto and incorporated by reference, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer from 9:00 AM to 5:00 Pacific Time ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

2.2. Professional Services. Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Provided that Peregrine provides Customer with prior written advance notice, Customer shall permit Peregrine access to Customer's offices and any other facilities necessary to Peregrine solely for Peregrine to provide the Professional Services.

2.3. Access and Policies. Provided that Peregrine provides Customer with prior written advance notice, Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

2.4. Compliance with Applicable Laws. Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

2.5. Licenses and Permits. Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

2.6. Nondiscrimination and Equal Opportunity. Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

2.7. Suspension. Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

2.8. Third Party Products. Peregrine may from time to time make Third Party Products available to Customer or Peregrine may allow for certain Third Party Products to be integrated with the Service. For purposes of this Agreement, such Third Party Products are subject to their own terms and conditions. Peregrine is not responsible for the operation of any Third Party Products and makes no representations or warranties of any kind with respect to Third Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third Party Products, then Customer should not install or use such Third Party Products. By authorizing Peregrine to transmit Customer Data from Third Party Products into the Service, Customer represents and warrants to Peregrine that it has all right, power, and authority to provide such authorization.

2.9. Open Source Components. Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

3. Customer Responsibilities.

3.1. Generally. Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

3.2. Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material

containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

3.3. CJIS Requirements. Customer certifies that it and its Users will comply with the following CJIS requirements: (a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

3.4. Operation Restrictions. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

3.5. Customer Logo. Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

3.6. Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

4. Fees & Payment.

4.1. Fees. Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

4.2. Payment Terms. Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

4.3. Taxes. Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Proprietary Rights. The "**Peregrine Technology**" means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets,

techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, “**Peregrine Technology**” does not include Customer Data.

6. Data Access, Sharing and Security.

6.1. Customer Data. Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer’s usage of the Service (e.g., frequency of logins) (“**Peregrine Insights**”) and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users (“**Aggregated Data**”) for Peregrine’s internal business purposes and to operate and improve Peregrine’s proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.2. CJIS Security Policy. Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

6.3. Third Party Data. Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner’s retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine’s applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

6.4. Processing of Personal Information. Peregrine’s rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine’s Privacy Policy <<https://peregrine.io/privacy-policy/>>. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

6.5. Sensitive Information; Marking Requirements. To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment (“**Sensitive Information**”), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

7. Confidentiality.

7.1. Definition of Confidential Information. The term “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

7.2. Confidentiality. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, except with the Disclosing Party's prior written permission on a case-by-case basis. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event with less than reasonable care. If the Receiving Party is compelled by law or a government authority to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent practicable and legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

7.3. Exceptions. The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.4. Public Records Acts. Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "Public Records Act"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

7.5. Remedies. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

8. Warranties & Disclaimers.

8.1. Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

8.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. Indemnification.

9.1. Indemnification by Peregrine. Peregrine shall at its expense defend (with counsel reasonably approved by Customer) indemnify, and hold Customer, and its elected and appointed officials, officers, directors, officials, agents, volunteers and employees ("Customer Indemnified Parties") free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, liability, judgments, awards, decrees, settlements, 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 alleged acts (errors, omissions, or willful misconduct) of Peregrine (its officials, officers, employees, subcontractors, consultants, or agents) (each, a "Customer Claim"), including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim (Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not be unreasonably withheld, conditions or delayed). Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i)

Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), or (iv) Third Party Products.

Third Party Infringement Claim. If in Peregrine's opinion a claim brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringed any intellectual property rights of a third party, is likely to be made, or such claim may cause Peregrine liability, Peregrine may in its discretion (a) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (b) modify the Service to avoid the potential infringement, or (c) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

Peregrine's obligation to indemnify Customer pursuant to this section shall not be restricted to insurance proceeds, if any, received by Customer (the City Council, members of the City Council, its employees, or authorized volunteers).

9.2. Indemnification by Customer. To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

9.3. Attorney's Fees. In the event that litigation is brought by any Party in connection with this Agreement, the prevailing Party shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing Party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof. The costs, salary, and expenses of Customer attorney's office in enforcing this Agreement on behalf of Customer shall be considered as "attorneys' fees" for the purposes of this Agreement.

9.4. Responsibility for Errors. Peregrine shall be responsible for its work and results under this Agreement. Peregrine, when requested, shall furnish clarification and/or explanation as may be required by Customer, regarding any services rendered under this Agreement at no additional cost to Customer. In the event that an error or omission attributable to Peregrine's professional services occurs, Peregrine shall, at no cost to Customer, provide all other services necessary to rectify and correct the matter to the sole satisfaction of Customer and to participate in any meeting required with regard to the correction.

9.5. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.

10. Limitation of Liability.

10.1. Exclusion of Consequential and Related Damages. EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER

IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10.2. Liability Cap. IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID TO PEREGRINE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

11. Term & Termination.

11.1. Term of Agreement. This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2

11.2. Termination for Cause. A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.

11.3. Data. Upon expiration or termination of this Agreement, Peregrine shall have no obligation to maintain or provide any Customer Data or Third Party Data. Unless legally prohibited, Peregrine shall delete all Customer Data in its systems or otherwise in its possession or under its control. Notwithstanding the foregoing or any other provision of this Agreement, Peregrine may use in perpetuity any Aggregated Data.

11.4. Survival. The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

12. General Provisions.

12.1. Insurance. Peregrine shall maintain the insurance coverages described on Appendix A: Insurance.

12.2. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

12.3. Peregrine's Books and Records. To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

12.4. Force Majeure. Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

12.5. Federal Government. Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

12.6. Additional Government Terms. Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the “**Additional Government Terms**”). The Additional Government Terms, if any, are attached hereto as **Error! Reference source not found.**, and will govern to the extent of any conflict with any other term of this Agreement.

12.7. Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, nick@peregrine.io, with a copy to ben@peregrine.io. Notices to Customer are to be addressed to the individual identified in the Order Form.

12.8. Waiver; Cumulative Remedies Severability. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.10. Governing Law. This Agreement shall be governed by the laws of California. The state courts located in Los Angeles County, CA or in the United States District Court for the Central District of California shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

12.11. Construction. The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement,” “hereof,” “hereunder” and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words “include” and “including,” and variations thereof, will be deemed to be followed by the words “without limitation” and “discretion” means sole discretion

12.12. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.

12.13. Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF ARCADIA
AND PEREGRINE TECHNOLOGIES, INC.**

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

CITY OF ARCADIA**PEREGRINE TECHNOLOGIES, INC.**

By: _____

Dominic Lazzaretto
City Manager

By: _____

Nicholas Noone
CEO/President

Date: _____

Date: _____

By: _____

Robert Wheeler
Head of Commercial Operations

ATTEST:

CONCUR:

By: _____

City Clerk

Roy Nakamura
Chief of Police

APPROVED AS TO FORM

By: _____

Michael J. Maurer
City Attorney

Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. Peregrine shall not commence Services for Customer pursuant to this Agreement until it has provided evidence satisfactory to Customer that it has secured all insurance required under this section. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

Workers' Compensation. Peregrine certifies that it 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 it will comply with such provisions before commencing work under this Agreement. Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. To the extent Peregrine has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, Peregrine shall maintain full compensation insurance for all persons employed directly by it 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.

Commercial General and Automobile Liability Insurance

General requirements. Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, elected and appointed officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. 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.

For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, elected and appointed officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, elected and appointed officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.

- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.

e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

Professional Liability Insurance.

General requirements. Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

Privacy / Network Security (Cyber)

At all times during the performance of the work under this Agreement, Peregrine shall maintain privacy/network security insurance in an amount not less than \$1,000,000 per occurrence and aggregate for: (1) privacy breaches, (2) system breaches, (3) denial or loss of service, and the (4) introduction, implantation or spread of malicious software code, in a form and with insurance companies acceptable Customer.

All Policies Requirements.

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

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, Customer has the right but not the duty to obtain the insurance it deems necessary and any premium paid by Customer will be promptly reimbursed by Peregrine or City will withhold amounts sufficient to pay premium from Peregrine payments. In the alternative, Customer may cancel this Agreement.

Submittal Requirements. Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

Acceptability of Insurers. All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

Deductibles and Self-Insured Retentions. Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

Wasting Policies. No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense). Defense costs shall be payable in addition to the limits.

Waiver of Subrogation. Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

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

Subcontractors. Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

Excess Insurance. If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine. The limits set forth herein shall not be construed to relieve Peregrine from liability in excess of such coverage, nor shall it limit Peregrine's indemnification obligations to Customer and shall not preclude Customer from taking such other actions available to Customer under other provisions of the Agreement or law.

Remedies. In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

DRAFT

Appendix B: Provisions for California Public Entities

Compliance with Applicable California Laws. Peregrine shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates as determined by the California Department of Industrial Relations.

California Public Records Act. Peregrine acknowledges that Customer is a public entity governed by the California Public Records Act and that nothing in this Agreement shall prevent Customer from disclosing Confidential Information for purposes of complying with the California Public Records Act.

PERS Indemnification by Peregrine. In the event that Peregrine or any employee, agent, or subcontractor of Peregrine providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (“PERS”) to be eligible for enrollment in PERS as an employee of Customer, at Peregrine shall indemnify, defend, and hold harmless Customer for the payment of any employee and/or employer contributions for PERS benefits on behalf of Peregrine or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Customer.

Political Reform Act Conflicts. Peregrine may serve other clients, but none whose activities within the corporate limits of Customer or whose business, regardless of location, would place Peregrine in a “conflict of interest,” as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. No officer or employee of Customer shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

California State Auditor Requirements. Pursuant to Government Code Section 8546.7, the Agreement may be subject to the examination and audit of the State Auditor for a period of 3 years after final payment under the Agreement.

DRAFT



STAFF REPORT

Library and Museum Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director of Library and Museum Services

SUBJECT: DONATION FROM THE ESTATE OF ROBERT G. LOW FOR THE PURCHASE OF BOOKS FOR CHILDREN AND YOUNG READERS IN THE AMOUNT OF \$12,926.28

CEQA: Not a Project

Recommendation: Accept

SUMMARY

The Robert G. Low Estate has donated an additional \$12,926.28 to the Arcadia Public Library, specifically to supplement regularly budgeted funds for the purchase of books for children and young readers. It is recommended that the City Council accept this generous donation to the Arcadia Public Library.

DISCUSSION

Mr. Robert G. Low passed on June 18, 2020, in Los Angeles County, CA, and was a resident of Los Angeles County. According to his will and subsequent probate orders, the estate assets were to be distributed to several organizations, including the Arcadia Public Library, specifically 5.5556% of the adjusted share. This distribution was presented to City Council and accepted on July 19, 2022.

On December 13, 2024, a supplemental distribution was made based on a recent discovery of additional estate assets, which significantly increased the amount of the distribution by \$12,926.28. The conditions for use of this supplemental distribution are subject to the terms and conditions of the previous distribution. The funds are to be used to improve, encourage, and expand reading skills and literary interests of young readers, and for the purchase of books and not for the purchase of computers, tapes, or videos. The Arcadia Public Library has set up a trust fund entitled the Robert G. Low Estate Trust Fund, and this additional gift will be added to the principal. The interest earned yearly will be used to purchase books and help supplement the Jerry Broadwell Children's Room book collection. This is a very welcome and generous donation that will help the Library continue offering books for children and young readers beyond the current levels of City funding. A special book plate will be placed in each book purchased from this trust.

All gifts to the City over \$10,000 are subject to approval by the City Council, pursuant to Arcadia City Charter Section 1218 and City Council Resolution No. 7514.

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 Arcadia Public Library has a finite budget and the additional donation of \$12,926.28 from the Robert G. Low estate enables the Library to offer new books that improve, encourage, and expand reading skills and literary interests, above and beyond the current level of City funding.

RECOMMENDATION

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and accept a donation from the Estate of Robert G. Low for the purchase of books for children and young readers in the amount of \$12,926.28.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Library and Museum Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Darlene Bradley, Director Library & Museum Services

SUBJECT: DONATION FROM THE FRIENDS OF THE MUSEUM FOR A VETERANS ARCHIVAL EXHIBIT CASE FOR THE GILB MUSEUM OF ARCADIA HERITAGE IN THE AMOUNT OF \$15,000.
CEQA: Not a Project
Recommendation: Accept

SUMMARY

The Friends of the Museum is offering a gift of \$15,000 to the Gilb Museum to provide an archival quality, floor-to-ceiling exhibit case for the Veterans Corner at the Museum. The addition of this type of exhibit case to the Gilb Museum allows for the display of veteran uniforms and artifacts in an accessible, but protected manner. According to the Arcadia City Charter, donations over \$10,000 must be accepted by the City Council. Therefore, it is recommended that the City Council accept this donation of \$15,000 from the Friends of the Museum to procure a Veterans Archival Exhibit Case.

DISCUSSION

Through carefully curated collections, exhibits, and public educational programs, the Museum shares the City's diverse history, past and present, with the community. The Gilb Museum of Arcadia Heritage offers the community a place to discover, have dialog, provide a place for reflection, and present a connected and shared identity for learning and discussion.

The Friends of the Museum, as part of its ongoing mission to support the Museum's goals and objectives, is offering to donate \$15,000 to the Gilb Museum of Arcadia Heritage. The purpose of this donation is to provide an archival quality, floor-to-ceiling exhibit case for the Veterans Corner at the Museum. This donation makes it possible for the Museum to exhibit veteran uniforms and artifacts in an accessible, but protected way, for the community.

The Friends of the Museum Board Members raised these monies through memberships, through the Ralphs Give Back program, See's Candies sales, and specific fundraising campaigns. The money being offered at this time was raised via a fundraising campaign

for a veterans exhibit case for the Museum. The funds donated by the Friends of the Museum help the Gilb Museum and the City of Arcadia provide much-needed programming, marketing, and archival supplies, to help further its mission beyond the current capacity of the City's General Fund. Without the ongoing support of the Friends of the Museum, the array of services, programs, collection care, and preservation would be diminished in quality and quantity, now and for future generations.

All gifts to the City over \$10,000 are subject to approval by the City Council pursuant to Arcadia City Charter Section 1218 and City Council Resolution No. 7514.

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

Receipt of this \$15,000 gift will provide adequate funding to cover the cost of an archival quality, floor-to-ceiling exhibit case for the Veteran's Corner, helping share with the community the past and present veterans from Arcadia that have dedicated their time to serving our country.

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 accept a donation from the Friends of the Museum for a Veterans Archival Exhibit Case for the Gilb Museum of Arcadia Heritage in the amount of \$15,000.

Approved:



Dominic Lazzaretto
City Manager



STAFF REPORT

Development Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Kevin Merrill, City Engineer
By: Ryan Huey, Assistant Engineer

SUBJECT: CONTRACT WITH PTM GENERAL ENGINEERING SERVICES, INC. FOR THE BALDWIN AVENUE AT LONGDEN AVENUE TRAFFIC SIGNAL IMPROVEMENTS AND TRAFFIC SIGNAL FIBER OPTICS NETWORK EXTENSIONS PROJECT IN THE AMOUNT OF \$481,018, PLUS A 10% CONTINGENCY; AND AUTHORIZING A PAYMENT OF \$168,435.70 FOR THE CITY'S PORTION OF TRAFFIC SIGNAL IMPROVEMENTS AT THE INTERSECTION OF BALDWIN AVENUE AND LIVE OAK AVENUE
CEQA: Exempt
Recommendation: Approve

SUMMARY

This project proposes traffic signal upgrades and concrete curb ramp improvements at the intersection of Baldwin Avenue and Longden Avenue, and traffic signal fiber optic network extensions along Baldwin Avenue, from Las Tunas Drive to Live Oak Avenue. PTM General Engineering Services Inc. is the lowest responsive bidder for the proposed improvements. In addition, traffic signal upgrades will be performed by Elecnor Belco Electric, Inc. at the intersection of Baldwin Avenue and Live Oak Avenue through a contract with Temple City. The City will pay for one-third of the project cost (\$168,435.70), which has already been budgeted through this project.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with PTM General Engineering Services Inc., for the Baldwin Avenue at Longden Avenue Traffic Signal Improvements, and the Traffic Signal Fiber Optics Network Extensions Project, in the amount of \$481,018, plus a 10% contingency. It is further recommended that the City Council authorize a payment of \$168,435.70 to Temple City for the City's portion of improvements at the intersection of Baldwin Avenue and Live Oak Avenue.

BACKGROUND

Improvements for the traffic signals at Baldwin and Longden include the furnishing and installation of new traffic signal poles, vehicle signal heads, pedestrian signal heads, pedestrian push buttons, video detection cameras, CCTV cameras, detector loop cables,

and other traffic signal related equipment. In addition, new Americans with Disabilities Act (“ADA”) compliant curb ramps will be reconstructed at all four corners of the intersection. Improvements for traffic signal fiber optic network extensions include the furnishing and installation of new conduit, pull boxes, fiber optic cable, and other fiber optic related equipment.

The work included in the Baldwin Avenue at Longden Avenue Traffic Signal Improvements and Traffic Signal Fiber Optics Network Extensions Project (the “Project”), was previously bid as part of the Baldwin Avenue Rehabilitation Improvement Project, which opened bids on August 22, 2024. Bids for the project were rejected due to escalating construction costs and the fact that bids were higher than the budgeted amount.

The bid package was re-evaluated and selected bid items were removed from the project scope to reduce costs. Also, the street rehabilitation work was removed from this project and is planned to be re-bid on its own at a later date.

By separating the work into two projects, the prime contractor for this project can perform the majority of the traffic signal improvements and fiber optic network extensions without involving multiple subcontractors, which provides potential cost savings to the City. Additionally, performing the traffic signal improvements, concrete curb ramp improvements, and fiber optic network extensions prior to the street rehabilitation, will help to prevent any unnecessary excavations from occurring on a newly rehabilitated street.

Since Temple City was also going to bid on a nearby and related intersection (Baldwin and Live Oak), the City’s portion of that intersection is being added to that project. It has been determined by Los Angeles County that Temple City owns 67% of this intersection and Arcadia owns 33%. As such, the City’s portion of the project is \$168,435.70. Temple City has entered into a contract with Elecnor Belco Electric, Inc. in the amount of \$433,740.00, with a 15% contingency to complete the intersection improvements (see Attachment “A”). In general, the improvements include the furnishing and installation of new traffic signal poles, vehicle signal heads, pedestrian signal heads, pedestrian push buttons, video detection cameras, CCTV cameras, detector loop cables, and other traffic signal related equipment. In addition, new Americans with Disabilities Act (“ADA”) compliant curb ramps will be reconstructed at all four corners of the intersection.

DISCUSSION

The Project was advertised for bids on November 8, 2024, and December 5, 2024, and the following five (5) bids were received for the Project:

NAME	AMOUNT
PTM General Engineering Services Inc.	\$481,018
Crosstown Electrical & Data, Inc.	\$489,748
Select Electric	\$497,975
DBX, Inc.	\$659,650
Servitek Electric, Inc.	\$3,982,195

In reference to Article 21 of the 'Instructions to Bidders' section of the bid package, the Crosstown Electrical & Data, Inc. bid is disqualified due to this firm submitting a sub-proposal to PTM General Engineering Services Inc. and submitting a prime bid on the same project. PTM General Engineering Services agreed to perform the work for the provided bid amount without Crosstown Electrical & Data, Inc. as their subcontractor.

The low bidder, PTM General Engineering Services Inc., has the required licenses and is fully qualified to perform the work. The contractor has not performed work in the City recently, but references were contacted and the City received positive feedback. As a result, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with PTM General Engineering Services Inc. for the Project. It is further recommended to authorize a payment of \$168,435.70 to Temple City for completion of the Baldwin Avenue and Live Oak intersection.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt pursuant to the California Environmental Quality Act ("CEQA") under Section 15301 (Existing Facilities), Section 15302 (Replacement or Reconstruction), and Section 15303 (New Construction or Conversion of Small Structures), as the project involves the replacement of existing facilities, limited installation of new small structures related to the traffic signal system, and reconstruction of existing concrete curb ramps, with no expansion of use.

FISCAL IMPACT

Funding for the Project comes from a variety of sources. The traffic signal improvements portion of the Project was budgeted in the Fiscal Year 2024-25 Capital Improvement Program at \$500,000, utilizing Prop C and Measure M funds. The curb ramp improvements were budgeted in the Fiscal Year 2020-21 Capital Improvement Program within the Baldwin Avenue Rehabilitation Improvement Project and will utilize a small portion (\$20,000) of Prop C funds. A total of \$168,435.70 will be needed to reimburse Temple City for construction costs of the traffic signal improvements at the City's co-owned intersection of Baldwin Avenue and Live Oak Avenue, near the southwest City limit.

The fiber optic network extensions portion of the project was budgeted in FY 2020-21 Capital Improvement Program at \$400,000, with Transportation Impact Fees for Citywide traffic signal fiber optics network extensions. A remaining balance of \$183,758.84 in this project account is available to fund the network extensions included in this project.

The funding breakdown for the overall project is as follows:

PROJECT	BUDGET	FY	FUND
Baldwin Avenue/Live Oak Avenue & Baldwin Avenue/Longden Avenue Traffic Signal Improvements	\$500,000	2024-25	Prop C (\$200,000) and Measure M (\$300,000)
Baldwin Avenue Rehabilitation Improvement Project	\$20,000	2020-21	Portion of Prop C (\$1,000,000)
Traffic Signal Fiber Optics Network Extensions	\$183,758.84	2020-21	Transportation Impact Fees
Total Funds Available	\$703,758.84		

There are sufficient funds in the budget to cover the traffic signal improvements, concrete curb ramp improvements, and fiber optic network extensions contract in the amount of \$481,018, including a 10% contingency, and the contribution for \$168,435.70 to the City of Temple City. Taken together, the total cost for this project will not exceed \$697,555.50.

RECOMMENDATION

It is recommended that the City Council determine this project is exempt under the California Environmental Quality Act; and approve, authorize, and direct the City Manager to execute a contract with PTM General Engineering Services Inc. for the Baldwin Avenue at Longden Avenue Traffic Signal Improvements and Traffic Signal Fiber Optics Network Extensions Project in the amount of \$481,018, plus a 10% contingency; and authorizing a payment of \$168,435.70 for the City’s portion of traffic signal improvements at the intersection of Baldwin Avenue and Live Oak Avenue.

Approved:



Dominic Lazzaretto
 City Manager

Attachment “A”: Temple City Staff Report related to Intersection Improvements at Baldwin Avenue and Live Oak Avenue



COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: May 21, 2024

TO: The Honorable City Council

FROM: Bryan Cook, City Manager
By: Ali Cayir, PE, City Engineer
Via: Okan Demirci, PE, Project Manager
Furkan Cetinkale, Associate Engineer

SUBJECT: AWARD OF PUBLIC WORKS CONTRACT TO ELECNOR BELCO ELECTRIC, INC. FOR UPGRADING EXISTING TRAFFIC SIGNAL SYSTEM AT THE INTERSECTION OF BALDWIN AVE AND LIVE OAK PROJECT (CIP NO. P24-03)

RECOMMENDATION:

The City Council is requested to:

1. Award a Public Works Contract (Contract) to Elecnor Belco Electric, Inc. (Attachment "A") as the lowest responsible bidder in an amount of \$433,740.00 for the Upgrading Existing Traffic Signal System at the Intersection of Baldwin Ave and Live Oak Project, CIP No. P24-03;
2. Authorize the City Manager to execute the Contract; and
3. Authorize 15% of the total contract amount as contingency allowance to be used if necessary for unforeseen conditions at the City Manager's discretion.

BACKGROUND:

1. The City of Temple City received a resident request to review the intersection of Baldwin Avenue and W. Live Oak Avenue to determine if the intersection meets warrants for the installation of some form of left turn phasing at the intersection.

The intersection of Baldwin Avenue and W. Live Oak Avenue is a signalized intersection and is a shared intersection between the City of Temple City (67%) and the City of Arcadia (33%).

2. On April 2, 2024, the City Council approved the Plans, Specifications, and Estimates (Bid Package) and advertisement of Notice Inviting Bids (NIB) for the Project. The NIB was published in the newspaper, on the City website, and in various trade publications.

3. On the due date of May 9, 2024, three bids were received and opened publicly.

ANALYSIS:

On April 10, 2024 staff began advertising the Upgrading Existing Traffic Signal System at the Intersection of Baldwin Ave and Live Oak project bid package in the newspaper, posted on the City website, and in various trade publications. The following three (3) bids were received by the City at the Bid Opening held on May 9, 2024. A copy of the bid tabulation is attached:

The following bids were received;

	BID RANKING		
	Apparent Low Bidder 1	Apparent Low Bidder 2	Apparent Low Bidder 3
	Elecnor Belco Electric, Inc.	Crosstown Electrical & Data, Inc.	Servitek Electrical, Inc.
Total Bid Amount	\$433,740.00	\$434,987.00	\$621,422.00

Staff conducted a bid analysis including checking CA contractor licensing, Department of Industrial Relations registration, state, and federal debarment list review for Elecnor Belco Electric, Inc. The bid submitted by Elecnor Belco Electric, Inc. and the bid analysis completed by staff are attached (Attachments "B" and "C").

The following is the breakdown of the construction phase budget:

Construction Budget	\$433,740.00
Budget allowance for construction management, inspections, and administration (services provided under City Engineering Contract with Transtech) (10%)	\$43,374.00
Contingency Construction Phase Budget allocation if necessary for unforeseen conditions (15%)	\$71,567.10
Total Construction Budget	\$548,681.10

California Environmental Quality Act (CEQA):

The proposed project is categorically exempt from the requirements of CEQA pursuant to 14 California Code of Regulations § 15301 as a Class 1 categorical exemption (Existing Facilities).

CITY STRATEGIC GOALS:

This project will further City Strategic Goals of Public Health and Safety, Quality of Life, and Sustainable Infrastructure.

FISCAL IMPACT:

Funding for the project is included in FY 2023-24 Budget. City of Arcadia will pay 33% of the final construction cost as their jurisdictional share.

ATTACHMENTS:

- A. Contract to be Executed with Elecnor Belco Electric, Inc.
- B. Low Bid Submitted by Elecnor Belco, Electric, Inc.
- C. Bid Analysis



STAFF REPORT

Public Works Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carmen Masud, Deputy Public Works Services Director

SUBJECT: EXTENSION TO THE PROFESSIONAL SERVICES AGREEMENT WITH MARIPOSA LANDSCAPES, INC. FOR LANDSCAPE MAINTENANCE SERVICES IN THE AMOUNT OF \$666,914.15

CEQA: Not a Project

Recommendation: Approve

SUMMARY

On January 17, 2023, the City Council awarded a Professional Services Agreement with the option of three one-year extensions to Mariposa Landscapes, Inc. ("Mariposa") for landscape maintenance services of all City-owned landscaped areas. Mariposa is reaching the end of their contract term and has submitted a written offer to extend their contract for an additional year. The extension offer reflects a 3.2%, or \$20,679.51 increase, to offset the increase in operating costs. The increase is equal to the most current Consumer Price Index ("CPI") increase. This will be Mariposa's third contract extension; all other terms and conditions will remain in effect.

Based on the performance and level of service provided by Mariposa, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a one-year extension to the Professional Services Agreement with Mariposa Landscapes, Inc. for landscape maintenance services, in the amount of \$666,914.15. It is further recommended that the City Council delegate the authority to approve future extensions under this agreement to the City Manager, without having to return to the City Council for subsequent approval, provided that any changes to the financial terms stay within standard inflationary limits.

BACKGROUND

The Public Works Services Department ("PWSD") is responsible for the maintenance of all City-owned landscaped areas. This includes medians, parkways, parks, water facilities, parking districts, and other City-owned facilities (e.g., Civic Center, Library, Community Center, etc.). On January 17, 2023, the City Council awarded a Professional Services Agreement with optional annual extensions to Mariposa, for routine, day-to-day maintenance, and care of all City-owned landscaped areas.

DISCUSSION

Mariposa is reaching the end of their contract term and has submitted a written offer to extend their contract for an additional year. The extension reflects a 3.2%, or \$20,679.51 increase in cost. The contract increase is due to an increase in operating costs, is equal to the CPI for the Los Angeles area, and in line with the current rate of inflation in the region. All other terms and conditions of the contract will remain the same.

Mariposa has provided quality landscape maintenance services in Arcadia and continues to be responsive to requests from City staff. Some of their other municipal contracts include the Cities of Irwindale, Azusa, and Monrovia.

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

Funding for landscape maintenance services is budgeted in each Department's operating budget for Fiscal Year 2024-25. Since the contract is split over two fiscal years, there is sufficient funding in each Department's operating budget for the proposed increase. During the next budget development cycle, PWSD will work with each City Department to account for the new cost of landscape maintenance services.

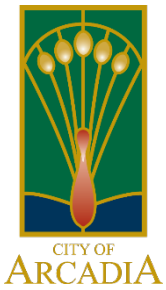
RECOMMENDATION

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 an extension to the Professional Services Agreement with Mariposa Landscapes, Inc. for Landscape Maintenance Services in the amount of \$666,914.15. It is further recommended that the City Council delegate the authority to approve future extensions under this agreement to the City Manager, without having to return to the City Council for subsequent approval, provided that any changes to the financial terms stay within standard inflationary limits.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Proposed Amendment No. 3 to the Professional Services Agreement



**AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT
REGARDING LANDSCAPE MAINTENANCE SERVICES
BY AND BETWEEN THE CITY OF ARCADIA
AND MARIPOSA LANDSCAPES, INC.**

This Amendment No. 3 (“Amendment No. 3”) is hereby entered into this ____ day of _____, 2025 by and between the City of Arcadia, a municipal corporation of the State of California, and **Mariposa Landscapes, Inc.**, a California Corporation, with respect to that certain Professional Services Agreement between the parties dated February 15, 2023 (“Agreement”), further amended by Amendment No. 1 dated January 17, 2024, and Amendment No. 2 dated August 21, 2024.

The Parties agree as follows:

1. Pursuant to Section 5 of the Agreement “Term”, the Term is hereby amended by extending the term from February 15, 2025, through and including February 15, 2026, as set forth in the attached Exhibit “C”.
2. Pursuant to Section 2(b) of the Agreement “Compensation”, the Compensation is hereby amended to provide that the total compensation due and payable to the Contractor for the Extended Term shall not exceed **Six Hundred Sixty-Six Thousand, Nine Hundred Fourteen Dollars and Fifteen Cents (\$666,914.15)**. The Contractor shall perform work during the Extended Period in accordance with the pricing schedule set forth in Exhibit “B” attached hereto and incorporated herein by reference.
3. All terms and provisions of the Agreement not amended by this Amendment No. 3 are hereby reaffirmed.

In witness whereof the Parties have executed this Amendment No. 3 on the date set forth below.

CITY OF ARCADIA

MARIPOSA LANDSCAPES, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____

Dated: _____

Dated: _____

ATTEST:

By: _____

Title: _____

City Clerk

Dated: _____

APPROVED AS TO FORM:

CONCUR:

Michael J. Maurer
City Attorney

Paul Cranmer
Public Works Services Director

Exhibit "B"
Schedule of Charges/Payments

For the term of this Agreement, the Compensation shall not to exceed the total amount listed below:

Landscape Maintenance Services	-	\$666,914.15
Total Compensation	-	\$666,914.15

The total compensation shall not exceed the total listed without written authorization in accordance with Section 2 (b) of the Agreement.

Exhibit “C”
Activity Schedule

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

The Term of this Agreement shall be for one year from February 15, 2025, through and including February 15, 2026.



STAFF REPORT

Development Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: CLARIFICATION TO PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL ENGINEERING DESIGN SERVICES WITH HR GREEN PACIFIC, INC., KREUZER CONSULTING GROUP, AND PSOMAS
CEQA: Not a Project
Recommendation: Approve

SUMMARY

On November 1, 2022, the City Council approved a request from the Development Services Department to execute Professional Services Agreements with three engineering firms, to provide on-call engineering design services for projects approved through the City Budget or Capital Improvement Program. Having access to on-call engineering services at an agreed-upon rate expedites projects and keeps costs lower overall. Although the process is operational and working as expected, a clarification is requested to provide a specific authorization for the City Manager to approve any work up to a limit of \$300,000, plus the typical 10% contingency, for contracts awarded through this on-call process. Therefore, it is recommended that the City Council establish a policy that allows contracts awarded through the on-call process administratively up to the amount of \$300,000, plus a 10% contingency per project, relative to the existing agreements with selected consultants HR Green Pacific, Inc. ("HR Green"), Kreuzer Consulting Group ("KCG"), and Psomas.

BACKGROUND

Projects in the City's Capital Improvement Program ("CIP") frequently require detailed engineering design. In the past, the Development Services Department produced engineering drawings and specifications in-house, or sent out requests-for-proposals for design services and entered into Professional Service Agreements ("PSAs"), on a project-by-project basis. Over time, this approach was sufficient to keep pace with the number of CIP projects; however, it was determined that having a pre-approved list of on-call consultants would provide a more efficient, cost-effective, and business-friendly approach to consultant services. By having pre-approved and qualified engineering firms under

contract, the City is able to quickly select a competent consultant and expedite project design. This is the same approach the City uses for environmental consultants for California Environmental Quality Act (“CEQA”) work, and for assistance with architectural design services.

On November 1, 2022, a Staff Report was presented to the City Council to approve on-call engineering services with HR Green, KCG, and Psomas (see Attachment No. 1). The item was approved, and the process has been in place since then. Professional Services Agreements have been executed with the three chosen firms for a period of three years, with the option of two additional years, ending in 2027.

When the services of an on-call consultant are required, the firm best suited to provide the services, based on their qualifications for a particular project and their ability to meet the project schedule, will be asked to submit a proposal for the work. More than one firm may be requested to provide a proposal on a given project, depending on the type and magnitude of the project. Staff will review the proposal(s) to make sure the scope of work and schedule are acceptable, and the cost for services is in line with the hourly rates submitted and reasonable for Engineering design costs.

DISCUSSION

The purpose of this Staff Report is to add clarity to the overall cost of design services that can be approved through this methodology. Specifically, the City Manager’s ability to administratively enter into a project agreement. Traditionally, the City Manager can only sign for projects with a value up to \$30,000 without specific City Council authorization. Since the on-call agreements were established in 2022, it was not clear whether the City Manager had the ability to approve any project using these services, or if additional City Council authority is required. To date, staff has not returned to City Council and the services have been approved at the staff level. It is recommended that more formal parameters be established to avoid confusion by the staff, City Council, auditors, and the public. The request is to establish a limit of \$300,000 for any design services utilizing these on-call agreements.

As a requirement to utilize this process, a project must already be approved by the City Council through the operating budget, Capital Improvement Program (“CIP”), and/or through grants that the City Council has accepted. An example of this is the current Colorado Boulevard Complete Streets Project. This project was originally included in the CIP in the amount of \$3.85 million, which included the acceptance of a grant for \$3 million from Congresswoman Judy Chu, and \$850,000 in local Transportation Funds from Measure M (\$300,000) and Measure R (\$550,000). Given that design costs are typically expected to be 10% of a project’s overall costs, design for the project was originally estimated at \$385,000. However, through the on-call process, design services were proposed by one of the selected consultants at approximately \$275,000, a significant savings.

In analyzing this process, it is recommended that the City Council set a “not-to-exceed” amount per contract, for utilization of the on-call process. With design costs rising substantially, this will ensure that larger projects are returned to the City Council for specific review. It is recommended that a total cost per project of \$300,000 be established as this not-to-exceed amount, including the typical 10% project contingency (a maximum total of \$330,000). This “cap” should be established for existing projects, such as the Colorado Complete Streets Project, as well as all future projects utilizing this process. Most CIP projects do not exceed \$3 million; thus, this amount should be suitable for the majority of design efforts.

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

There will be no direct fiscal impact by approving this recommendation. All work through this proposal will be for projects that have already been approved by the City Council through the operating budget and Capital Improvement Program. Any costs incurred will be paid within the proposed budget of the approved project, up to the total maximum per project amount of \$330,000.

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 authorize the City Manager to administratively approve work orders of up to \$300,000, plus a 10% contingency, for projects utilizing the On-Call Engineering Design Services process with HR Green Pacific, Inc., Kreuzer Consulting Group, and Psomas, for the term of the current contracts.

Approved:


Dominic Lazzaretto
City Manager

Attachment No. 1: November 1, 2022, Staff Report Approving On-Call Engineering Services



STAFF REPORT

Development Services Department

DATE: November 1, 2022

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Phil Wray, Deputy Development Services Director/City Engineer
By: Johnathan Doojphibulpol, Associate Civil Engineer

SUBJECT: PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL ENGINEERING SERVICES WITH HR GREEN PACIFIC, INC., KREUZER CONSULTING GROUP, AND PSOMAS
Recommendation: Approve

SUMMARY

The Development Services Department is requesting authorization to execute Professional Services Agreements with HR Green Pacific, Inc. (“HR Green”), Kreuzer Consulting Group (“KCG”) and Psomas for engineering design services for projects in the City’s Capital Improvement Program (“CIP”). Having access to on-call engineering services at an agreed-upon rate expedites projects and keeps costs lower overall. It is recommended that the City Council authorize and direct the City Manager to execute on-call Professional Services Agreements with all three firms for a term of three years, with the option to extend the agreements for two additional years, to end on June 30, 2027.

BACKGROUND

Projects in the City’s Capital Improvement Program (“CIP”) frequently require detailed engineering design. In the past, the Development Services Department has designed engineering drawings in-house or sent out requests-for-proposals for design services and entered into Professional Service Agreements (“PSAs”) on a project-by-project basis. Over time, this approach was sufficient to keep pace with the number of CIP projects. However, when evaluating the current and near future capital project needs, along with overall workloads and responsibilities, it was determined that a more efficient way to assign work and administer projects is needed to keep pace with the number and size of expected future projects.

There are four projects currently budgeted in the CIP in need of engineering design as follows:

- First Avenue and Second Avenue Pavement Rehabilitation - Between Huntington Drive and Duarte Road
- Downtown Parking Lot Improvements Conceptual Design Alternatives
- Colorado Street/Boulevard Complete Streets Conceptual Design
- Baldwin Avenue Streetscape Improvements

While these are the largest projects in the CIP in need of design services, there are other technical analyses that will be needed to keep projects on track in the years ahead. As a result, on-call engineering services would be useful to provide City staff with a more efficient, advantageous, and business-friendly approach to consultant services. By having pre-approved and qualified engineering firms under contract, the City will be able to quickly select a consultant and expedite project design. This is the same approach the City uses for environmental consultants for California Environmental Quality (“CEQA”) work, and assistance with architectural design services.

DISCUSSION

In July 2022, a request-for-proposal (“RFP”) was prepared, noticed in the newspaper, posted on the City’s website, and sent to eight qualified engineering consulting firms. A total of 10 proposals were received, but two firms’ proposals were disqualified because they were received after the submission deadline. Proposals were received from the following firms:

FIRM	LOCATION
Civiltec Engineering, Inc.	Monrovia, CA
HR Green Pacific, Inc.	Corona, CA
IDS Group, Inc.	Irvine, CA
IMEG Corp.	Pasadena, CA
Kimley Horn and Associates, Inc.	Los Angeles, CA
Kreuzer Consulting Group	Seal Beach, CA
Psomas	Los Angeles, CA
RKA Consulting Group	Walnut, CA
General Technologies & Solutions (Disqualified)	Los Angeles, CA
KOA (Disqualified)	Monterey Park, CA

The eight qualifying proposals were evaluated according to the rating criteria of responsiveness to the RFP, depth of experience relative to Arcadia’s needs,

qualifications, composition, skills and experience of the team, ability to perform the work in a timely manner, and hourly rates. Subsequent to the initial submittals, design work samples were requested of each firm and reviewed for presentation, quality, and attention to detail. As a result, Kreuzer Consulting Group (“KCG”), Psomas, and HR Green Pacific, Inc. (“HR Green”), were selected as the top three candidates.

KCG was selected because of their quality proposal, an experienced team that has worked together on past Arcadia projects, and their high-quality work. KCG has successfully designed several projects for the City of Arcadia including the Westbound Huntington Drive Sidewalk and Curb Ramp improvements, Citywide Bike Lanes, and Live Oak Avenue Rehabilitation Improvements. They are a small firm of 12 employees that provide excellent services at competitive prices, and they are currently providing on-call engineering services to the Cities of Anaheim, Irvine, Brea, Long Beach, and others.

Psomas was selected because of their quality proposal, their vast history of major project work similar to Arcadia’s request, a broad spectrum of expertise within the firm, and their team’s strength and experience. Psomas is a well-known and respected firm that has been in business for over 70 years with multiple offices in Southern California and approximately 200 employees. Their proposal emphasizes delivering quality services, completing projects on time and within budget, and maintaining ideal client and contractor relationships. Psomas currently provides on-call engineering services to the Cities of Pasadena, West Hollywood, Beverly Hills, and others, and the County of Los Angeles. They also currently provide on-call Environmental Consulting Services to the City of Arcadia.

HR Green was selected because of their quality proposal, their history of project work similar to Arcadia’s request, their team’s experience, and their history of similar services to neighboring San Gabriel Valley cities. They are a large national firm, but a medium sized firm in Southern California, with about 60 employees. With an office in Corona, HR Green exclusively serves public agencies in California and specializes in multi-faceted engineering and design services. HR Green currently provides on-call engineering services to the Cities of Glendora, Claremont, Pomona, Diamond Bar, and Rancho Cucamonga.

Although other proposing firms are certainly capable, these three firms were the highest rated in the categories mentioned above, and their work examples were exceptional. The other firms either focused on other engineering concentrations like utilities, facilities, and structures, or they didn’t have the depth of relevant experience that the top three proposals demonstrated.

Cost was evaluated as part of all proposals as it is the City’s directive to always receive quality pricing along with quality work product. All the firms reviewed had pricing proposals that are competitive, fair, and within the range of what is expected for these

services. The top three firms bring different strengths and capabilities to the City to fulfill the City's different design needs. Psomas and HR Green have comparable and competitive hourly rates. KCG's hourly rates are lower due to lower overhead costs, but their small workforce limits the size and complexity of projects they can reasonably perform in a timely manner. Since the firms were not bidding on specific projects, there is no final cost to use for comparison. All three firms will enter into Professional Services Agreements ("PSAs") for a three-year term, renewable for two additional years. Their hourly rates, shown in the attached PSAs will be fixed for the entire five-year period.

When the services of an on-call consultant are required, the firm best suited to provide the services based on their qualifications for a particular project and their ability to meet the project schedule will be asked to submit a proposal for the work. More than one firm may be requested to propose on a given project depending on the type and magnitude of the project. Staff will review the proposal(s) to make sure the scope of work and schedule are acceptable, and the cost for services is in line with the hourly rates submitted and at a reasonable scale for Engineering design costs. Proposals selected for these services in this manner will be administratively approved, and a purchase order prepared without any further PSAs needed at that time. The proposals will not require subsequent City Council approval if the project was already approved by the City Council through the operating budget, Capital Improvement Program, and/or through grants that the Council has accepted. This will streamline the development process and keep inflationary costs down during the term of the PSAs.

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. Thus, this matter is exempt under CEQA.

FISCAL IMPACT

All work through this proposal will be for projects that have already been approved by the City Council through the operating budget and Capital Improvement Program. Any costs incurred will be paid within the proposed budget of the approved project.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project and is therefore exempt under the California Environmental Quality Act ("CEQA"); and authorize and direct the City Manager to execute Professional Services Agreements for On-Call Engineering Design Services with HR Green Pacific Inc., Kreuzer Consulting Group, and Psomas, for a term of three years with the option to extend an additional two years, to end in 2027.

Agreement for On-Call Engineering Design Services

November 1, 2022

Page 5 of 5

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Proposed Professional Services Agreement (HR Green)

Attachment No. 2: Proposed Professional Services Agreement (Kreuzer Consulting Group)

Attachment No. 3: Proposed Professional Services Agreement (Psomas)



STAFF REPORT

Public Works Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Briget Arndell, Environmental Services Manager

SUBJECT: AUTHORIZE PAYMENT TO THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY FOR THE REASONABLE ASSURANCE ANALYSIS (“RAA”) UPDATE AND ENCANTO PARK PROJECT IN THE AMOUNT OF \$557,486.54

CEQA: Not a Project

Recommendation: Authorize and Approve

SUMMARY

To meet state mandated stormwater requirements, the City of Arcadia became a member of the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority (“JPA”), consisting of the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre. As part of the JPA, the City of Arcadia is responsible for paying its fair share for annual membership fees, monitoring costs, and program expenses. The JPA is currently working on completing the Reasonable Assurance Analysis (“RAA”) update for the Encanto Park Project, which will advance the vision of the JPA by creating a stormwater capture and cleaning system to recharge the local groundwater.

It is recommended that the City Council authorize payment to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority for the RAA Update and the Encanto Park Project, in the amount of \$557,486.54.

BACKGROUND

In 2012, the Los Angeles Regional Water Quality Control Board adopted the National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit (“MS4 Permit”), which established waste discharge requirements for stormwater and non-stormwater discharges within the watersheds of Los Angeles County. Since then, the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre have formed a Joint Powers Authority (“JPA”), in cooperation with the County of Los Angeles and Los Angeles County Flood Control District, to fulfil the requirements of the MS4 Permit for the Rio Hondo/San Gabriel River watershed. The JPA submitted a Watershed Management Plan (“WMP”) to the Water Quality Control Board, which was approved in 2016.

The JPA manages logistics for projects in the WMP, which includes the Arcadia Wash Ecosystem Restoration and Groundwater Recharge, the Rio Hondo Ecosystem Restoration located at the Peck Road Lake Park, the Encanto Park Stormwater Capture Project located in the City of Duarte, and Basin 3E Enhancements located at the Santa Fe Spreading Grounds. Furthermore, the JPA is handling all membership fees, payments for stormwater studies, and all projects and programs in the WMP. Each member city of the JPA, the County of Los Angeles, and the Los Angeles County Flood Control District has agreed to pay a proportional share of the total costs.

DISCUSSION

A key required element of the WMP is the Reasonable Assurance Analysis (“RAA”), which is used to quantitatively demonstrate that the implementation strategies effectively address water quality priorities. The RAA supports the WMP by identifying which control measures need to be implemented for the MS4 Permit, as it relates to best management practices. The RAA needs to be re-evaluated and renewed to meet watershed requirements given the most updated information was provided in 2016. The RAA update includes watershed models, plans, and projects to meet objectives. The RAA is a compliance measure.

The Encanto Park Stormwater Capture Project has been approved to support stormwater capture and management and improve water quality in the Rio Hondo/San Gabriel River Watershed. Encanto Park is a public recreational facility maintained by the City of Duarte and is located adjacent to the San Gabriel River. The project’s purpose is to decrease the pollutants in stormwater and dry-weather runoff that enters the San Gabriel River, which is part of the City of Arcadia’s watershed. The project entails constructing and operating a stormwater capture and treatment facility on the western side of Encanto Park, as well as other ancillary park improvements to benefit park users. The treatment facility would intercept stormwater and dry-weather flow from existing underground storm drain pipelines within the park and pump the water to a shallow underground reservoir beneath the multi-use field, for infiltration into the groundwater basin. Craftwater, Inc. has completed the design of the Encanto Park Project. Craftwater is carrying out the RAA with an amended amount of \$470,000. The total cost estimate for the Encanto Park Project is \$6,600,000. The JPA must now commit to sharing the cost of construction to move forward with completing the project.

The individual agency cost was calculated with a cost-sharing formula originally established for shared expenses based on 10% of the total fee being evenly distributed between the five JPA cities and County of Los Angeles, and the remaining 90% of the cost being calculated based on the agency’s total acreage. The City of Arcadia accounts for 11 acres of land use in the Rio Hondo/San Gabriel River Watershed Area, which equates to 34% of the cost share. Therefore, the City’s share for the RAA Update will be \$152,336.44 and the share for the Encanto Park Project will be \$405,150.10. The total payment for FY 2024-25 will be \$557,486.54.

ENVIRONMENTAL ANALYSIS

The proposed action of authorizing a payment to the JPA 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. Any environmental reviews that might be necessary would be overseen by the JPA, acting as lead agency for all efforts of the JPA.

FISCAL IMPACT

For Fiscal Year 2024-25, the City of Arcadia’s contribution for the RAA Update is \$152,336.44. Arcadia’s contribution for the Encanto Park Project is \$405,150.10. Both amounts total to \$557,486.54. Sufficient funds are budgeted in the Fiscal Year 2024-25 Capital Improvement Program for these expenses. Additionally, the City of Arcadia is expected to receive approximately \$1,015,000 in local return from the Safe Clean Water Program (Measure W) annually, and these funds have been allocated in the CIP.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and authorize payment to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority for the RAA Update and the Encanto Park Project in the amount of \$557,486.54.

Approved:


Dominic Lazzaretto
City Manager

Attachments: Fiscal Year 2024-25 Rio Hondo/San Gabriel River Watershed Management JPA Reasonable Assurance Analysis Update and Encanto Park Project Invoices



RIO HONDO/SAN GABRIEL RIVER
WATERSHED MANAGEMENT AUTHORITY

INVOICE

DATE: December 12, 2024
INVOICE NO.: RAA-24-01
PAYMENT IS DUE UPON RECEIPT

To: City of Arcadia
Attn: Dominic Lazzaretto

**Rio Hondo/San Gabriel River Watershed Management Authority
Reasonable Assurance Analysis Update
Fiscal Year 2024-2025**

Description	Amount
Land Use Amount (90% of Total Cost * Percent of Area)	\$144,503.11
Base Fee (10% of Total Cost/6 Agencies)	\$7,833.33
Total Due	\$152,336.44

Please remit payment to:

(via ACH)

Wells Fargo
Account Name: RHSGR Checking
Routing Number: 121000248
Account Number: 4831818000

- or -

(via check)

Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority
Attn: Koa Consulting, Inc.
419 Main Street, No. 320
Huntington Beach, CA 92648

RIO HONDO/SAN GABRIEL RIVER WMA
WMP
Fiscal Year 2024-2025

WMP REVENUES & EXPENSES	ACTUAL AS OF 6/13 + PROJECTED	FY 24/25 BUDGET
Revenues		
Transferred Funds (from Arcadia)	\$ 1,475,058	\$ 18,048
Cost Share	\$ -	\$ 470,000
Total WMP Revenues	\$ 1,475,058	\$ 488,048
Expenses		
Consultant - Craftwater	\$ 126,548	\$ 674,255
Total WMP Expenses	\$ 126,548	\$ 674,255
Net	\$ 1,348,511	\$ (186,207)
Beginning Fund Balance		\$ 1,348,511
Ending Fund Balance	\$ 1,348,511	\$ 1,162,304

WMP Cost Share	FY 23/24	FY 24/25
City of Arcadia		\$ 152,336
City of Bradbury		\$ 32,793
City of Duarte		\$ 55,125
City of Monrovia		\$ 112,927
City of Sierra Madre		\$ 44,616
LA County		\$ 72,203
LAFCO		\$ -
Total		\$ 470,000



RIO HONDO/SAN GABRIEL RIVER
WATERSHED MANAGEMENT AUTHORITY

INVOICE

DATE: December 12, 2024
INVOICE NO.: ENC-24-01
PAYMENT IS DUE UPON RECEIPT

To: City of Arcadia
Attn: Dominic Lazzaretto

**Rio Hondo/San Gabriel River Watershed Management Authority
Encanto Park Stormwater Capture
Fiscal Year 2024-2025**

Description	Amount
Land Use Amount (90% of Total Cost * Percent of Area)	\$384,316.77
Base Fee (10% of Total Cost/6 Agencies)	\$20,833.33
Total Due	\$405,150.10

Please remit payment to:

(via ACH)

Wells Fargo
Account Name: RHSGR Checking
Routing Number: 121000248
Account Number: 4831818000

- or -

(via check)

Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority
Attn: Koa Consulting, Inc.
419 Main Street, No. 320
Huntington Beach, CA 92648

RIO HONDO/SAN GABRIEL RIVER WMA
Encanto Park Stormwater Capture
Fiscal Year 2024-2025

SPECIAL PROJECT REVENUES & EXPENSES	ACTUAL AS OF 6/13 + PROJECTED	FY 24/25 BUDGET
Revenues		
Cost Share	\$ -	\$ 1,250,000
Total Revenues	\$ -	\$ 1,250,000
Expenses		
Construction	\$ -	\$ 1,000,000
Construction Management	\$ -	\$ 250,000
Total Expenses	\$ -	\$ 1,250,000
Net	\$ -	\$ -
Beginning Fund Balance	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -

Note:

SCWP Design and Construction Funds (\$2.5M) awarded to Monrovia for Encanto Park Stormwater Capture.
The SCWP Awarded Funding and Expenditures are not included above.

Encanto Cost Share	FY 23/24	FY 24/25
City of Arcadia		\$ 405,150
City of Bradbury		\$ 87,215
City of Duarte		\$ 146,610
City of Monrovia		\$ 300,336
City of Sierra Madre		\$ 118,659
LA County		\$ 192,029
LAFCD		\$ -
Total	\$ -	\$ 1,250,000



STAFF REPORT

Public Works Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carmen Masud, Deputy Public Works Director

SUBJECT: ACCEPT ALL WORK PERFORMED BY KYA SERVICES, LLC FOR THE INSTALLATION OF NEW NETTING AT ARCADIA PAR 3 AS COMPLETE
CEQA: Exempt
Recommendation: Approve

SUMMARY

On March 19, 2024, the City Council approved a contract with KYA Services, LLC for the installation of new netting at Arcadia Par 3, in the amount of \$169,745.16. 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 \$169,745.16.

It is recommended that the City Council accept all work performed by KYA Services, LLC for the installation of new netting at Arcadia Par 3 and authorize the final payment to be made in accordance with the contract documents.

BACKGROUND

The Arcadia Par 3 Golf Course opened in 1962, hosting an 18-hole course over 1,947 yards and sits on approximately 26 acres. Weather permitting, the golf course is open for business at least 12 hours per day, 360 days per year. Both the driving range and golf course are equipped with lighting for night play. The Public Works Services Department ("PWSD") is responsible for ensuring that the Arcadia Par 3 Golf Course facility and grounds are properly maintained. The City of Arcadia has a management agreement with Touchstone Golf, LLC ("Touchstone") for the management of the course.

Over the years, the Par 3 Golf Course driving range has become very popular and is heavily utilized. The netting at the Arcadia Par 3 Golf Course driving range was previously replaced in early 2000. The netting was starting to deteriorate to the point that it continued to tear regularly. The City and Touchstone made numerous efforts to temporarily repair the netting using zip ties and/or hog rings, and budgeted funds for the purchase of netting panels to cover any large, ripped sections. By continuing to place panels of netting on the Par 3 driving range, the netting was subject to additional damage and ultimately created a safety issue. As such, it was imperative to complete a full netting replacement.

DISCUSSION

On March 19, 2024, the City Council approved a contract with KYA Services, LLC for the installation of new netting at Arcadia Par 3. The work performed included replacing the old netting with a polyester netting, which has the best resistance to UV breakdown. The new netting also has a favorable rating for abrasion resistance. There were no change orders during the completion of the project.

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

ENVIRONMENTAL ANALYSIS

This project was considered a Class 1 exemption as defined in Section 15301(d) "Existing Facilities" projects of the California Environmental Quality Act ("CEQA"), which exempts projects consisting of the repair and maintenance of existing public structures.

FISCAL IMPACT

Funds in the amount of \$20,000 were budgeted in the FY 2023-24 Capital Improvement Plan for netting panels to replace damaged sections. However, since it was imperative to complete a full netting replacement, the total cost for new netting and installation of the netting was \$169,745.16. In addition, a standard 10%, or 16,974.52 contingency was recommended to cover potential unforeseen costs or circumstances. A supplemental appropriation was requested from the Par 3 Fund; no General Fund monies were used for this Project. On March 19, 2024, the City Council approved a contract with KYA Services, LLC for the installation of new netting at Arcadia Par 3, in the amount of \$169,745.16; the total cost of the project remains \$169,745.16.

RECOMMENDATION

It is recommended that the City Council determine this project is a Class 1 exemption under the California Environmental Quality Act ("CEQA"); and accept all work performed by KYA Services, LLC for the installation of new netting at Arcadia Par 3 as complete; and authorize the final payment to be made in accordance with the contract documents.

Approved:


Dominic Lazzaretto
City Manager



STAFF REPORT

Public Works Services Department

DATE: January 21, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Michael Kwok, Associate Civil Engineer

SUBJECT: ACCEPT ALL WORK PERFORMED BY ACE CONSTRUCTION, INC. FOR THE BASEBALL FIELD BLEACHER PROJECT AS COMPLETE
CEQA: Exempt
Recommendation: Approve

SUMMARY

On January 17, 2023, the City Council approved a contract with ACE Construction, Inc. in the amount of \$866,000.19, plus a 9% contingency for a total of \$943,940.21, for the Baseball Field Bleacher 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 \$901,001.23. This amount reflects the approved contract amount of \$866,000.19, plus contract change orders totaling \$35,001.04, or 4% more than the approved contract amount.

It is recommended that the City Council accept all work performed by ACE Construction, Inc. for the design and construction of the Baseball Field Bleacher Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$45,050.06.

BACKGROUND

On August 1, 2017, the City Council adopted the Parks Master Plan, which is a guiding policy document that provides recommendations for prioritizing growth, development, and implementation strategies related to parks and recreation facilities. The recommendations proposed were based on a detailed assessment of community demographics, community needs, and existing conditions of recreation and community services programs. These recommendations were prioritized on a four-tier basis, depending on their degree of need, with Tier 1 being of highest priority and Tier 4 being the lowest priority. Tier 1 recommendations are critical projects necessary for maintaining and improving existing program operations, replacing aged infrastructure, and providing additional park enhancements for continued enjoyment and safety.

The Master Plan identified approximately \$10 million in Tier 1 improvements and recommended that the City implement them as soon as possible. The installation of new

bleachers and shade canopies at Hugo Reid Park, Longden Avenue Park, and Bonita Park were listed as Tier 1 improvements in the Parks Master Plan. On January 17, 2023, the City Council approved a contract with ACE Construction, Inc. for the Baseball Field Bleacher Project. The project proposed to include the replacement of existing bleachers with new bleachers and shade canopies.

DISCUSSION

During construction, it was determined that an extensive amount of ADA improvements were necessary to meet federal requirements. The improvements included new concrete walkways, new drinking fountains, various parking lot renovations, and a revised layout for the existing restroom/concession buildings. As a result, to keep the project within budget, all proposed work at Longden Avenue Park was removed from the project scope. The City also obtained a hardship exemption, which allowed the projects at both Bonita and Hugo Reid Park to meet ADA requirements, as long as at least 20% of the original cost for each site was used for the completion of ADA improvements. Additional change orders were also required to address various issues that arose during construction, such as the need for soils testing, and the relocation of existing irrigation lines that interfered with canopy footings.

Below is a description of the contract change orders:

CCO	Description	Amount
1.	Revised bleacher layout to conform with site conditions	(\$11,400.00)
2.	Architectural ADA plans for Hugo Reid and Bonita Park	\$20,580.00
3.	Overhead costs associated with the revised project scope and construction timing	\$15,764.60
4.	Removal of improvements at Longden Avenue Park	(\$213,104.00)
5.	Various ADA work at Bonita Park	\$76,153.30
6.	Various ADA work at Hugo Reid Park	\$97,458.44
7.	Soils testing and inspection	\$4,945.00
8.	Re-routing of irrigation lines	\$5,153.14
9.	Additional ADA walkway work at Bonita Park	\$14,140.00
10.	Additional ADA walkway work at Hugo Reid Park	\$25,310.56
	Total:	\$35,001.04

The terms and conditions of this contract have been complied with, and the work has been performed to the satisfaction of the Project Manager. ACE Construction, Inc. completed the work as defined in the project plans and specifications in an efficient and timely manner and made adjustments required by the City expeditiously. Photographs of the Baseball Field Bleacher Project are shown on Exhibit "A".

ENVIRONMENTAL ANALYSIS

This Project is a Class 1 exemption as defined in Section 15301 "Existing Facilities" projects of the California Environmental Quality Act ("CEQA"), which exempts projects consisting of the minor alteration of existing public structures involving negligible expansion of use.

FISCAL IMPACT

Funds in the amount of \$950,000 were budgeted in the Fiscal Year 2022-23 Capital Improvement Program ("CIP") for the Baseball Field Bleacher Project. The total cost for this Project is \$901,001.23. This amount reflects the original contract amount of \$866,000.19, plus quantity changes totaling \$35,001.04, or 4.0% more than the original contract amount.

The Public Works Services Department staff is also processing a reimbursement of up to \$888,696 for this Project from the Los Angeles County Regional Parks and Open Space District's Measure A Grant. The net cost for the Baseball Field Bleacher Project after receiving reimbursement from the Measure A Grant is anticipated to be approximately \$100,000, leaving future funding available to complete the Longden Avenue improvements in the original scope.

RECOMMENDATION

It is recommended that the City Council determine this project is a Class 1 exemption under the California Environmental Quality Act ("CEQA"); and accept all work performed by ACE Construction, Inc. for the Baseball Field Bleacher Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$45,050.06.

Approved:


Dominic Lazzaretto
City Manager

Attachment: Exhibit "A" – Photographs of Baseball Field Bleacher Project

EXHIBIT "A"

Baseball Field Bleacher Project Photos

Bonita Park



EXHIBIT "A"

Baseball Field Bleacher Project Photos

Hugo Reid Park

