

CITY OF ARCADIA

City Council Regular Meeting Agenda



Tuesday, February 4, 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)(4) to confer with legal counsel regarding potential litigation – one (1) case.

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

1. CALL TO ORDER

2. INVOCATION

Religious Affairs Director Riaz Kahn, Mosque of San Gabriel

3. PLEDGE OF ALLEGIANCE

Steve Hodgson, Marine 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. 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. 7613 updating the City's business license fees to reflect the changes in the Consumer Price Index ("CPI") from October 2024.

CEQA: Not a Project

Recommended Action: Adopt

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

Any person wishing to speak before the City Council is asked to complete a Speaker Card and 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.

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

10. 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 January 21, 2025.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7612 approving participation in Year 5 of the Los Angeles Urban County Permanent Local Housing Allocation ("PLHA") Program; identifying proposed activities for \$130,263 in PLHA funding; and authorizing the Mayor, or designee, to sign a reimbursable contract with the Los Angeles County Development Authority ("LACDA").
CEQA: Not a Project
Recommended Action: Adopt
- c. Resolution No. 7615 declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are a seasonal and recurrent public nuisance, and declaring an intention to provide for the abatement thereof.
CEQA: Not a Project
Recommended Action: Adopt
- d. Contract with Superior Pavement Markings, Inc. for street striping and pavement marking services in the amount of \$240,825.
CEQA: Not a Project
Recommended Action: Approve
- e. Purchase Order with Stryker for the purchase of electric gurneys with power loading systems in the amount of \$331,460.
CEQA: Not a Project
Recommended Action: Approve
- f. Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two 2025 Ford Explorers in the amount of \$103,956.80.
CEQA: Not a Project
Recommended Action: Approve

11. CITY ATTORNEY

- a. Fourth Amendment to City Manager Employment Agreement and updated Salary Schedule.
CEQA: Not a Project
Recommended Action: Approve

12. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, February 18, 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 Numbers(s) on the **Speaker Card**. Your name will be called at the appropriate time and you may proceed with your presentation within the five (5) minute time frame. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council.

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

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

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

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

欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

会议：市议会定期会议于每个月第一个和第三个星期二下午七时在市议会会议厅举行。在市政厅、阿凯迪亚图书馆和市政府网站 (www.ArcadiaCA.gov) 可以找到包含所有相关信息的完整市议会议程。单独的议程报告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: February 4, 2025

TO: Honorable Mayor and City Council

FROM: Jason Kruckeberg, Assistant City Manager/Development Services Director
Lisa Flores, Deputy Development Services Director
By: Alejandra Smith, Business License Officer
John Wade, Administrative Assistant

SUBJECT: RESOLUTION NO. 7613 UPDATING THE CITY'S BUSINESS LICENSE FEES TO REFLECT THE CHANGES IN THE CONSUMER PRICE INDEX ("CPI") FROM OCTOBER 2024
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

The City's Municipal Code allows for an annual increase in business license fees to accommodate cost of living increases. Due to recent cost-of-living adjustments, the applicable business license fees should be increased by 2.7% to reflect the change in the Consumer Price Index ("CPI") and to recover the costs to process applications.

It is recommended that the City Council adopt Resolution No. 7613 updating the City's business license fees to reflect the changes in the Consumer Price Index ("CPI") from October 2024.

BACKGROUND

Pursuant to Government Code Section 53750, the City Council has the authority to increase taxes and fees and make changes pursuant to a CPI adjustment formula. Arcadia Municipal Code Section 6220.1 allows for the adjustment of business license fees on January 1 of each year to reflect changes in the Consumer Price Index ("CPI") from the previous October. The business license fees that the City maintains cannot exceed the actual cost to process the applications, nor can they be adjusted without consideration of economic conditions such as recessions and other pressures on local businesses.

The fees are reviewed on an annual basis to assess cost recovery and keep pace with inflation. Incorporating an annual review and potential changes will help avoid any drastic and unplanned circumstances for Arcadia businesses.

DISCUSSION

The Arcadia Municipal Code requires that the City compute the changes to the CPI for All Urban Consumers for the Los Angeles-Anaheim-Riverside metropolitan areas. This provision of the Municipal Code allows the business license fees to keep pace with increased costs for services in the region, without having to conduct an entire study each year. Based on the CPI reflected from October 2024, the year-over-year increase is 2.7%. Thus, all relevant fees will be adjusted using this figure.

Resolution No. 7613 (attached), includes an exhibit that provides the current business license fees as well as the new fees with the proposed increase of 2.7%. These increases are fair and reflect the current cost of doing business. It is not anticipated that these increases will be detrimental to new business start-ups, renewals of existing licenses, or the number of applications received. As recommended by the Citizen’s Financial Advisory Committee, it was established that the City would like to recoup all relevant costs for the provision of City services. As such, the Development Services Department will review the CPI each year and apply adjustments as they are warranted, and as the Code allows. It should also be noted that some of the fees in the current Business License fee schedule are outdated. The Business License Division is currently in the process of a significant update to the Business License Code, which will lead to the removal of many outdated fees in the near future.

ENVIRONMENTAL ANALYSIS

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

PUBLIC COMMENTS/NOTICE

A public hearing notice was published in the *Arcadia Weekly* newspaper on January 23, 2025, and it was posted on the City’s website, the City Clerk’s Office and at the City Council Chambers. As of January 31, 2025, no public comments have been received on this proposal.

FISCAL IMPACT

By recovering more of the costs to provide Business License services, the net impact to the General Fund is expected to be positive and a slight increase in revenue will be generated. The annual revenue anticipated from Business License Fees for the current Fiscal Year is \$1,372,600. Given this estimate, it can reasonably be projected that the proposed fee increase of 2.7% would add approximately \$37,060 in annual revenue.

RECOMMENDATION

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7613 updating the City’s business license fees to reflect the changes in the Consumer Price Index (“CPI”) from October 2024.

Approved:



Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7613 with Business Fee Schedule – Existing and Proposed Fees

RESOLUTION NO. 7613

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, UPDATING THE CITY'S BUSINESS LICENSE FEES TO REFLECT THE CHANGES IN THE CONSUMER PRICE INDEX ("CPI") FROM OCTOBER 2024

WHEREAS, California State law authorizes the City of Arcadia to collect fees and charges for services, provided such fees and charges do not exceed the reasonable cost of providing the service; and

WHEREAS, the City Council of the City of Arcadia has established certain fees and charges for services provided by the City of Arcadia; and

WHEREAS, the City Council desires to adjust certain fees and charges based upon review of said fees and charges; and

WHEREAS, the City Council has determined that such fees and charges shall be based on reasonable costs to the City for providing said services and updated annually by a CPI factor; and

WHEREAS, the City of Arcadia held a duly noticed Public Hearing to provide public input and review concerning adjustments in rates for said services.

NOW, THEREFORE, the City Council of the City of Arcadia does hereby resolve as follows:

SECTION 1. The establishment and/or adjustment of fees does not constitute a project under the California Environmental Quality Act ("CEQA") Section 15061(b)(3) because it can be seen with certainty it will have no impact on the environment.

SECTION 2. The fees set forth in this Resolution are necessary as the said business fees do not exceed the estimated costs for providing the applicable service or licenses; and the fees are not being imposed for general revenue purposes, but instead

for full or partial recovery of the costs of providing said services and licenses. Said fees are to cover the costs of various services and programs set forth in the Fee Schedule, attached hereto as Attachment "A".

SECTION 3. The City Council hereby adopts the Fee Schedule, attached hereto as Attachment "A".

SECTION 4. Any fees adopted prior to the adoption of this Resolution which are inconsistent herewith are hereby repealed, effective upon the date the fees set forth in Attachment "A" take effect.

SECTION 5. This Resolution shall become effective February 4, 2025.

SECTION 6. The City Clerk shall certify the adoption of this Resolution.

[SIGNATURES ON NEXT PAGE]

Passed, approved and adopted this 4th of February 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

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Attachment "A"

RATE TYPE	EXISTING BASE FEE 2024	EXISTING UNIT FEE 2024	PROPOSED BASE FEE WITH 2.7% INCREASE	PROPOSED UNIT FEE WITH 2.7% INCREASE
Advertising Distribution	\$217.00		\$222.90	
Advertising Solicitation In the City	\$90.80	\$18.30 per employee	\$93.30	\$18.80 per employee
Advertising Solicitation Out of City	\$180.60		\$185.50	
Apartments	\$70.90 First 4 units	\$18.30 Each additional unit over 4	\$72.80 First 4 units	\$18.80 Each additional unit over 4
Auction or Temporary Retail Sale Per day	\$90.80		\$93.30	
Bankrupt, Assigned or Damaged Goods				
30 Days	\$90.80		\$93.30	
60 Days	\$180.60		\$185.50	
90 Days	\$271.10		\$278.40	
Bingo	\$63.90		\$65.60	
Boutiques or Craft Shows Per day	\$12.40		\$12.70	
Bowling Alleys or Billiards	\$180.60	\$18.30 per alley or billiard	\$185.50	\$18.80 Per alley or billiard
Carnival	\$217.00	\$36.20 each additional day after the 1 st day	\$222.90	\$37.20 each additional day after the 1 st day
Christmas Tree or Pumpkin Lots	\$108.30		\$111.20	
Circus	\$180.60		\$185.50	
Commercial Building Rental	\$90.80	\$18.30 Each additional unit over 2	\$93.30	\$18.80 Each additional unit over 2
Contractor General	\$271.10	\$11.00 per vehicle	\$278.40	\$11.30 per vehicle
Contractor Specialty	\$217.00	\$11.00 per vehicle	\$222.90	\$11.30 per vehicle

Daily Sales/Organization per day	\$12.40		\$12.70	
Dance Hall Public	\$180.60		\$185.50	
Delivery and Service Vehicles (Each vehicle)	\$103.60		\$106.40	
Entertainment Permit	\$150.00		\$154.00	
Exhibitions per day	\$18.30		\$18.80	
Farmer's Market Sponsor	\$320.20		\$328.80	
Farmer's Market Vendor	\$23.50		\$24.10	
Family Care	\$90.80		\$93.30	
Filming per location	\$320.20	\$96.10 per location for each additional day	\$328.80	\$98.70 per location for each additional day
Fortunetelling	\$903.40		\$927.80	
Game and Amusement Machines per machine	\$108.30		\$111.20	
Home Occupation	\$90.80	\$11.00 per vehicle	\$93.30	\$11.30 per vehicle
Laundromat	\$36.80	\$2.20 per washer	\$37.80	\$2.30 per washer
Laundry Collections per vehicle	\$121.30		\$124.60	
Lodging, Hotel or Motel	\$70.90 First 4 rooms	\$10.80 per room after 4 rooms	\$72.80 First 4 rooms	\$11.10 per room after 4 rooms
Merry Go Round or Ferris Wheel	\$36.80		\$37.80	
Mobile Food Vendor Private Property	\$193.40		\$198.60	
Mobile Food Vendor Public Right of Way	\$458.10		\$470.50	
Moving Services	\$217.00		\$222.90	
Newsrack		\$12.40 each		\$12.70
Private Patrols	\$361.40		\$371.20	
Pawnbroker	\$180.60		\$185.50	
Peddlers/Solicitors 6 months	\$140.00		\$143.80	

Photographer	\$217.00		\$222.90	
Professional Services Accountants, Attorneys, Dental, Medical, and Veterinarian Offices Medical Clinics and Urgent Cares	\$90.80 Per state licensed owner/partner/ associate	\$36.20 per state licensed employee \$18.30 For each additional employee	\$93.30	\$37.20 per state licensed employee \$18.80 For each additional employee
Real Estate Broker	\$90.80	\$18.30 per employee	\$93.30	\$18.80
Scrap Dealer or Junk Dealer	\$180.60		\$185.50	
Sidewalk Vendor Stationary and Roaming	\$161.90		\$166.30	
Skating Rink or Shooting Gallery	\$361.40		\$371.20	
Social Club	\$217.00		\$222.90	
Special Event	\$217.60		\$223.50	
Taxicabs per vehicle	\$103.60		\$106.40	
Driver's Permit	\$18.30		\$18.80	
Theatres and Shows	\$361.40		\$371.20	
Tent Shows per day	\$90.80		\$93.30	
Trade Services and Wholesalers Manufacturers, Retail, and Service	\$90.80	\$18.30 per employee	\$93.30	\$18.80
Vending Machines	\$18.30 Per Machine		\$18.80 Per Machine	
Processing Fee annually	\$11.00		\$11.30	

**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, JANUARY 21, 2025**

CALL TO ORDER - Mayor Cao called the Closed Session to order at 6:03 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 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.

The Closed Session ended at 6:58 p.m.

No reportable action was taken on the Closed Session items.

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

1. **CALL TO ORDER** – Mayor Cao called the Regular Meeting to order at 7:11 p.m.
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**

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 a Closed Session to discuss the two items listed on the posted agenda and that no reportable action was taken.

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto had nothing to report.

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

- 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

City Manager Lazzaretto provided background information about Public Hearing Items a. and b. and Management Analyst Brogan presented the staff report.

Mayor Cao opened the Public Hearing - no one appeared.

Mayor Cao closed the Public Hearing.

A motion was made by Council Member Fu, seconded by Mayor Pro Tem Kwan, and carried on a roll call vote to 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; and execute a Memorandum of Understanding with the Los Angeles County Development Authority (“LACDA”).

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

- 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

Management Analyst Brogan 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. 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.

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

9. PUBLIC COMMENTS

Kevin Mak, an Arcadia resident, appeared and spoke about the importance of increasing cultural diversity in the City's Fire Department, specifically by hiring more Asian American firefighters; he highlighted the benefits of diversity in the workforce; he noted a previous proposal he made at a City Council Meeting to host a career event for 8th graders and provided a handout with more information on the proposed event.

Donna Choi, Executive Director of the Downtown Arcadia Improvement Association, appeared and invited everyone to attend the Lunar New Year Festival in Downtown Arcadia, on February 2, 2025; she indicated that a fundraiser has been created to support members of the Arcadia Unified School District affected by the Eaton Fire; she noted the partnerships in support of the fundraiser; that Steve Rhee, Chair of the Association, has donated \$10,000; and she encouraged everyone to support the event and contribute to the fundraiser.

April Verlato, former Arcadia Mayor and current member of the Downtown Arcadia Improvement Association, appeared and emphasized the unique opportunity to support members of the Arcadia Unified School District who lost their homes in the Eaton Fire; she encouraged everyone to attend the Lunar New Year Festival and contribute to the fundraiser; and she noted that \$60,000 has already been raised.

Michelle Wu appeared and requested that Council Member Wang resign from office, expressing her reasons why Council Member Wang should step down.

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

Mayor Pro Tem Kwan spoke about the devastation caused by the wildfires; she noted that insurance companies have limited or eliminated fire coverage for homes in designated fire zones; she commented on the financial impact this has on homeowners; and she requested City Council place an item on a future agenda to discuss allocating funding to hire wildfire prevention experts to evaluate Arcadia's wildfire and mudslide risk, and advise on prevention efforts through building safety and land management practices. Mayor Pro Tem Kwan's request failed to obtain the required support from two additional City Council Members (Council Member Wang concurred). Mayor Pro Tem Kwan concluded her comments by emphasizing the importance of fire prevention.

Council Member Fu expressed appreciation for Mayor Pro Tem Kwan's concerns regarding future wildfire risks, but suggested the capability to perform this work already exists within City departments; he thanked Ms. Choi for sharing that members of the Arcadia Unified School District were impacted by the Eaton Fire; he thanked first responders, City staff, and the community for their efforts during the local emergency; and he expressed his condolences for the passing of Morley Helfand.

Council Member Cheng shared photographs of the damage caused by the Eaton Fire and noted that members of the City Council visited the burned areas. He shared a story about an individual impacted by the fires who is helping others by gathering items for donation; he expressed gratitude to the Calvary Chapel and the Masonic Temple for their support; he provided words of encouragement to residents that may be experiencing hardship; and he thanked the first responders, City staff, and the community for their efforts in protecting the City.

Council Member Wang thanked Ms. Verlato and Ms. Choi for the invitation to the Lunar New Year Festival; she noted that her prayers are with the City of Pasadena and explained her support for Mayor Pro Tem Kwan's request, emphasizing the importance of being prepared; she gave a statement addressing an incident that occurred last month involving a federal investigation; she encouraged everyone to attend the Lunar New Year Festival; and urged support for the fundraiser supporting members of the Arcadia Unified School District.

Mayor Cao highlighted the community's favorable outcome against the Eaton Fire and thanked residents for their cooperation; he shared that the City Council visited the incident command post and toured the burned areas in Altadena; he explained the disaster response process and the partnerships formed through mutual aid agreements; and he thanked first responders and City staff for their efforts during the Eaton Fire, and emphasized the importance of unity.

11. CONSENT CALENDAR

- 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

It was moved by Council Member Wang, seconded by Council Member Fu, and carried on a roll call vote to approve Consent Calendar Items 11.a through 11.j.

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

12. ADJOURNMENT

The City Council adjourned in memory of Morley Helfand at 8:42 p.m. to Tuesday, February 4, 2025, at 6:00 p.m. in the City Council Conference Room.



Linda Rodriguez
City Clerk



STAFF REPORT

Development Services Department

DATE: February 4, 2025

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7612 APPROVING PARTICIPATION IN YEAR 5 OF THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION (“PLHA”) PROGRAM; IDENTIFYING PROPOSED ACTIVITIES FOR \$130,263 IN PLHA FUNDING; AND AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (“LACDA”)
CEQA: Not A Project
Recommendation: Adopt

SUMMARY

In Fiscal Years 2020-21 through 2023-24, the City of Arcadia was allocated a combined total of \$966,044 in Permanent Local Housing Allocation (“PLHA”) Program funding, as part of the 2017 Senate Bill (“SB”) 2 legislation. The City Council has previously approved the use of these funds for homelessness programs and supporting affordable housing development in partnership with the San Gabriel Valley Housing Trust.

For Year 5 of the program, the City of Arcadia’s PLHA allocation is \$130,263 in new funding. Due to the reduced funding allocation for Year 5, it is recommended that the entirety of Year 5 funds be used toward the City’s homeless supportive case management and housing navigation services, consistent with their use to date. Therefore, it is recommended that the City Council adopt Resolution No. 7612 approving participation in Year 5 of the Los Angeles Urban County PLHA Program; identifying the use of \$130,263 in PLHA funding to assist persons in Arcadia who are experiencing or at-risk of homelessness; and authorizing the Mayor, or designee, to sign a reimbursable contract with the Los Angeles County Development Authority (“LACDA”).

BACKGROUND

The PLHA is a Senate Bill 2 (“SB 2”) funded program that was approved by the State legislature in 2017. It is designed to provide an ongoing annual source of funding through

State Property Transfer Fees. Funds can be used for construction of affordable housing, programs to assist persons who are experiencing or at risk of homelessness, or other housing-related assistance programs for low-to-moderate income households. Similar to the Community Development Block Grant program, PLHA funding is first allocated to a regional entity, in this case the LACDA. The funding is then distributed annually to individual participating cities according to an allocation formula over a five-year period. Unexpended program funds may be carried over from year to year but must be used within five years of their original allocation date.

The City has previously adopted four resolutions related to PLHA funds, authorizing use of these funds for homelessness programs and/or to support affordable housing development, in partnership with the San Gabriel Valley Housing Trust. In practice, all funding from Year 1-4 of the program has been used to support the City's ongoing contract with Los Angeles Centers for Alcohol and Drug Abuse ("LA CADA") for homeless supportive case management services. To date, no funding has been allocated as matching funds to the San Gabriel Valley Regional Housing Trust ("SGVRHT").

Arcadia's PLHA funding was inaccessible until last year when the City was able to fulfill a requirement under SB 2, which stated that participating cities must have an adopted, certified Housing Element to receive PLHA funding. After the City's Housing Element was certified by the State of California Department of Housing and Community Development in February 2024, contracts were executed for the first 3 years of PLHA funding, and reimbursement for past and current LA CADA contract costs are in progress. Arcadia's Year 4 PLHA contract is pending.

On December 3, 2024, LACDA issued an Award Letter announcing the Year 5 PLHA funding allocation for Arcadia. Arcadia is eligible to receive \$130,263 in Year 5 PLHA funding. To allocate these funds, the City is required to adopt and submit a resolution to LACDA by February 14, 2025, listing the program activities that will be funded. A copy of the December 3, 2024, Award Letter is included as Attachment No. 2.

DISCUSSION

The SB 2 legislation relating to PLHA funds specifies what eligible activities these funds can be used to finance. Activities can be broadly categorized as follows:

1. Activities related to the construction or preservation of affordable housing or supportive housing;
2. Matching funds to regional housing trusts;
3. Homelessness services and prevention programs;
4. Accessibility modifications for lower-income, owner-occupied housing;

5. Acquisition and rehabilitation of foreclosed or vacant homes; and
6. Programs that expand homeownership opportunities, including but not limited to, down-payment assistance programs.

Of the eligible activities, it is recommended that the City continue to allocate its Year 5 PLHA funding for homelessness services and prevention programs. Specifically, it is recommended that the \$130,263 be used to fund the City’s ongoing contract with LA CADA for homeless supportive case management. The City’s Year 5 PLHA funds have a spending deadline of June 30, 2028.

In previous years, the City Council authorized use of any funds not spent on the LA CADA contract as matching funds to the SGVRHT, in support of their efforts to create affordable housing within the San Gabriel Valley region; however, based on the current trend of decreased PLHA allocations, those funds may not be able to cover the entirety of LA CADA’s projected contract costs beginning in Fiscal Year 2025-26, and supplemental funding may be necessary to fully fund the contract at current service levels. The revenue from SB 2 will vary from year to year, as revenue is dependent on real estate transactions with fluctuating activity. Should PLHA allocations increase in future years, providing matching funds to the SGVRHT may be revisited.

LACADA requires a 30-day Public Notice to provide the public an opportunity to comment on the proposed use of funds. This item was noticed to the public on January 2, 2025, and no public comments have been received.

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

The PLHA Program is an SB 2 funded program that provides an ongoing annual source of funding through State Property Transfer Fees. Arcadia has been allocated a total of \$130,263 for Year 5 of the PLHA Program based on the State’s allocation formula. No additional funding is required to participate in the program. If the City does not request the funds and identify a purpose for them, the funds will be returned to the State. To date, PLHA funds have been used to fund LA CADA’s contract with the City, beginning in July 2022. As previously mentioned, supplemental funding for the contract may be necessary beginning in Fiscal Year 2025-26, or the number of case managers will need to be reduced.

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 adopt Resolution No. 7612, approving participation in Year 5 of the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”) Program, identifying proposed activities for \$130,263 in PLHA funding, and authorizing the Mayor, or designee, to sign a reimbursable contract with the Los Angeles County Development Authority (“LACDA”).

Approved:



Dominic Lazzaretto
City Manager

Attachment No. 1: Resolution No. 7612
Attachment No. 2: December 3, 2024, LACDA Award Letter

RESOLUTION NO. 7612

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA APPROVING PARTICIPATION IN YEAR 5 OF THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION (“PLHA”) PROGRAM; IDENTIFYING PROPOSED ACTIVITIES FOR \$130,263 IN PLHA FUNDING; AND AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (“LACDA”)

WHEREAS, the City of Arcadia desires to participate in Year 5 of the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”) Program; and

WHEREAS, the City intends to authorize the execution of a contract with the Los Angeles County Development Authority acting on behalf of the County of Los Angeles in order to receive said PLHA funds;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council approves the use of \$130,263 in new Year 5 PLHA funds, for the activities of assisting persons in Arcadia who are experiencing or at risk of homelessness.

SECTION 2. The City Council authorizes the Mayor, or his/her designee, to execute any and all documents, including a reimbursable contract with the Los Angeles County Development Authority acting on behalf of the County of Los Angeles, necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of Arcadia.

SECTION 3. The City Council determines that 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.

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


Passed, approved and adopted this 4th day of February, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Attachment No. 2



December 3, 2024

Dominic Lazzaretto, City Manager
City of Arcadia
240 W. Huntington Drive
Arcadia, CA 91007

Dear Dominic Lazzaretto:

**AWARD LETTER NOTICE YEAR 5 (2023 ALLOCATION)
PERMANENT LOCAL HOUSING ALLOCATION PROGRAM**

The Los Angeles County Development Authority (LACDA) is pleased to announce that the City's tentative Year 5 Permanent Local Housing Allocation (PLHA) funding allocation is \$130,263. Overall, LACDA experienced a decreased level of funding for Year 5 PLHA funds, which is why you will see less funding available now compared to prior years.

Once the LACDA receives the Year 5 funding from the State of California Department of Housing and Community Development (HCD), the city of Arcadia will be required to enter a contract with the LACDA that will set forth the conditions for funding and program/regulatory requirements that are required to be met for the funding and implementation of the City's PLHA funded activity. Please note that in order to receive funding, the City must be in compliance, specifically having a State approved Housing Element at the time of the award commitment from the State to LACDA.

If you wish to accept these funds for current or new eligible activities, the city of Arcadia must:

1. Submit a Letter of Intent which includes concise details of the proposed Activity and Sub-Activity and describes how the City plans to expend the funds by June 30, 2028;
2. Complete a proposed Exhibit A form for the planned activity;
3. Provide a city council approved resolution; and
4. Provide proof of 30-day Public Notice.

Please submit all required documentation on or before **February 14, 2025**. If the Letter of Intent, including supporting documentation is not received by the due date, the available allocation will be retained by the County and reallocated to Countywide program(s).



lacda.org

Administrative Office
700 West Main Street, Alhambra, CA 91801
Tel: (626) 262-4511 TDD: (626) 943-3898

Executive Director: Emilio Salas

Commissioners: Hilda L. Solis, Holly J. Mitchell, Lindsey P. Horvath, Janice Hahn, Kathryn Barger



Dominic Lazzaretto, City Manager

December 3, 2024

Page 2

Should you have any PLHA funding allocation questions, please contact Jenny Salazar, PLHA Specialist at (626) 586-1633 or jenny.salazar@lacda.org. For assistance related to your PLHA program activities, please contact your contract manager, Jeffrey Badre at Jeffrey.Badre@lacda.org or (626) 586-1719.

Sincerely,


Micah Chen (Dec 3, 2024 15:23 PST)

LINDA JENKINS, Director
Community Development Division

c: Jason Kruckeberg, Primary
Henry Chen, Financial Director

Attachments

LJ:MC:JED:JS:AB:lh

PLHA Award Letter Notice_Year



STAFF REPORT

Office of the City Clerk

DATE: February 4, 2025

TO: Honorable Mayor and City Council

FROM: Dominic Lazzaretto, City Manager
By: Linda Rodriguez, City Clerk

SUBJECT: RESOLUTION NO. 7615 DECLARING THAT WEEDS, BRUSH, RUBBISH, AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING AN INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

The Los Angeles County Department of Agricultural Commissioner/Weights and Measures (the “County”) has submitted a “Declaration List” of private properties within the City that have been found by their inspection to have hazardous weeds, brush, and rubbish, which constitute an existing or potential hazard to the health and safety of adjacent property owners. While this declaration is a normal and customary process for the City, numerous wildfires that ravaged Los Angeles County in January 2025 underscore the importance of abating dry, flammable vegetation on vacant properties. As a result, the County recommends that the City Council adopt a resolution declaring that the conditions are a public nuisance and must be abated or removed. It is recommended that the City Council adopt Resolution No. 7615 and schedule the protest public hearing for February 18, 2025.

BACKGROUND

Annually, the County inspects vacant properties located in the City of Arcadia to identify potentially hazardous conditions that must be removed or abated. For 2025, 19 properties have been found to have weeds, brush, and/or rubbish upon them and a list of those addresses has been attached as part of Resolution No. 7615, Exhibit “A”.

At the request of the County, attached for City Council consideration is the adoption of Resolution No. 7615 declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are a seasonal and recurrent public nuisance and declaring its intention to provide for the abatement thereof. It is also recommended that

a public hearing be scheduled for February 18, 2025, at 7:00 p.m., as the date and time for the City Council to hear protests, if any, from affected property owners.

The nuisance abatement process also allows property owners sufficient time to clean up their properties before the County provides services on their behalf. Quite often, on large vacant properties, it is easier and cheaper for the property owners to allow the County to remove the weeds and debris and pay the abatement charge.

Upon adoption of Resolution No. 7615, the County will mail weed abatement notices to those property owners. If the properties are not sufficiently mitigated, the County will carry out the work and add the cost for doing so to the annual property tax bills for the subject property. This item will be brought back to the City Council later this year for adoption of a final list of properties that will be charged for the abatement.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no cost to the City to have the County abate or remove nuisances from those properties located in the City of Arcadia. Affected property owners are assessed by the County directly for the removal of the weeds, brush, rubbish, and refuse, if necessary. This program negates the need for code enforcement efforts by City Staff on these properties and increases the rate of compliance significantly.

RECOMMENDATION

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act; and adopt Resolution No. 7615 declaring that weeds, brush, rubbish, and refuse upon or in front of specified property in the City are a seasonal and recurrent public nuisance, and declaring its intention to provide for the abatement thereof; and schedule the protest public hearing for February 18, 2025.

Attachment: Resolution No. 7615

RESOLUTION NO. 7615

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DECLARING THAT WEEDS, BRUSH, RUBBISH, AND REFUSE UPON OR IN FRONT OF SPECIFIED PROPERTY IN THE CITY ARE A SEASONAL AND RECURRENT PUBLIC NUISANCE, AND DECLARING AN INTENTION TO PROVIDE FOR THE ABATEMENT THEREOF

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

SECTION 1. Pursuant to the provisions of Title 4, Division 3, Part 2, Chapter 13, Article 2, of the California Government Code, Sections 39560 to 39588, inclusive, and evidence received by it, the City Council of the City of Arcadia specifically finds:

A. That the weeds, brush or rubbish growing or existing upon the streets, sidewalks, or private property in the City attain such large growth as to become, when dry, a fire menace to adjacent improved property, or are otherwise noxious or dangerous, or a public nuisance.

B. That the presence of dry grass, stubble, refuse, or other flammable materials are conditions that endanger the public safety by creating a fire hazard.

C. That by reason of the foregoing facts, the weeds, brush, rubbish, dry grass, stubble, refuse and other flammable material growing or existing upon the private property hereinafter described, and upon the streets and sidewalks in front of said property, constitute a seasonal and recurrent public nuisance and should be abated as such.

D. That the public nuisance exists upon, or on the streets or sidewalks in front of, the private properties described in Exhibit "A".

SECTION 2. Pursuant to the findings of fact by this City Council heretofore made, the City Council determines that the weeds, brush, rubbish, dry grass, stubble, refuse and other flammable material in and upon and in front of the real property hereinbefore described constitute and are hereby declared to be a seasonal and recurrent public nuisance which should be abated. The Agricultural Commissioner/Director of Weights and Measures, County of Los Angeles, is hereby designated the person to give notice to destroy said weeds, rubbish, dry grass, stubble, refuse, or other flammable material and shall cause notices to be given to each property owner by United States Mail.

SECTION 3. The Agricultural Commissioner is hereby authorized and directed to recover its costs of inspection of the properties hereinabove described in a manner consistent with prior action of the Board adopting a fee schedule for such inspection. The recovery of these costs is vital to the ongoing operation governing the identification and abatement of those properties that constitute a seasonal and recurrent public nuisance and endanger the public safety.

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

[SIGNATURES ON NEXT PAGE]

Passed, approved and adopted this 4th day of February, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney

Exhibit "A"

2025
LOS ANGELES COUNTY
DECLARATION LIST
CITY OF ARCAIA
KEY OF 7, CITY CODE 035 (UNIMPROVED)

DATE: 1/8/2025

PARCEL	LOCATION	OWNER	MAILING ADDRESS	CITY/STATE	ZIP
5765 002 015		NEVIS CAPITL LLC	335 N BERRY ST	BREA CA	92821
5765 002 016		NEVIS CAPITL LLC	335 N BERRY ST	BREA CA	92821
5771 001 902		LA COUNTY FLOOD CONTROL DISTRICT	900 S FREMONT AVE	ALHAMBRA CA	91803
5773 007 009	153 E SANTA CLARA ST	KOEPER,JOSEF TR	153 W LEMON AVE	ARCADIA CA	91007
5779 015 041		CHIEN,CHEN F A CO TR	1604 SHENANDOAH RD	SAN MARINO CA	91108
5779 018 040	201 E DUARTE RD	MEILOON PROPERTIES LLC	713 W DUARTE RD STE G300	ARCADIA CA	91007
5779 018 050	203 E DUARTE RD	MEILOON PROPERTIES LLC	713 W DUARTE RD STE G300	ARCADIA CA	91007
5784 020 014		KOLOVOS,GEORGE P TR	12424 WILSHIRE BLVD STE 1040	LOS ANGELES CA	90025
8532 013 026		289 NORTH ROBERTSON BLVD II LLC	2220 AVENUE OF THE STARS # 1005	LOS ANGELES CA	90067
8532 013 027		289 NORTH ROBERTSON BLVD II LLC	2220 AVENUE OF THE STARS # 1005	LOS ANGELES CA	90067
8532 013 029		289 NORTH ROBERTSON BLVD II LLC	2220 AVENUE OF STARS #1005	LOS ANGELES CA	90067
8532 016 001		LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 003		LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 004		LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8532 016 022		LIVINGSTON GRAHAM INC	PO BOX 52427	ATLANTA GA	30355
8572 002 005	314 E LIVE OAK AVE	WU,YI-SHUEN M AND SHI-HUNG K	1601 PERKINS DR	ARCADIA CA	91006
8572 002 007		WU,YI-SHUEN M AND SHI-HUNG K	1601 PERKINS DR	ARCADIA CA	91006
8573 024 005	122 E LIVE OAK AVE	NORTH AMERICA DONGHENG HOLDING	411 E HUNTINGTON DR STE 107 PMB 387	ARCADIA CA	91006
8573 024 006	128 E LIVE OAK AVE	NORTH AMERICA DONGHENG HOLDING	411 E HUNTINGTON DR STE 107 PMB 387	ARCADIA CA	91006
TOTAL VACANT/IMPROVED RECORDS					0
TOTAL UNIMPROVED RECORDS					19
TOTAL RECORDS					19



STAFF REPORT

Public Works Services Department

DATE: February 4, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Dave Thompson, Streets Superintendent

SUBJECT: CONTRACT WITH SUPERIOR PAVEMENT MARKINGS, INC. FOR STREET STRIPING AND PAVEMENT MARKING SERVICES IN THE AMOUNT OF \$240,825
CEQA: Not a Project
Recommendation: Approve

SUMMARY

As part of the City's Street Striping and Pavement Marking Program, City streets are inspected annually and pavement marking and restriping is completed. To ensure that the City is receiving the most competitive prices and quality service for this work, a formal bid was conducted. Superior Pavement Markings, Inc. submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with Superior Pavement Markings, Inc. for street striping and pavement marking services in the amount of \$240,825, with the option of three one-year renewals at the City Manager's discretion, provided that annual rates stay within normal inflationary increases within any such extension.

BACKGROUND

The Street Striping and Pavement Marking Program includes annual restriping on all major arterial streets. Collector streets are restriped once every two years and commercial and residential streets are striped once every three years. All pavement markings around schools are re-done annually in July before school begins. Miscellaneous striping service requests and requests from the Traffic Advisory Committee are handled on an as-needed basis. To ensure that the City is receiving the most competitive prices and quality service, a formal bid was conducted for Street Striping and Pavement Marking Services.

DISCUSSION

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were provided to contractors that perform this type of work. On January 14, 2025, the City Clerk received five sealed bids with the following results:

Bidder	Location	Bid Amount
Superior Pavement Markings, Inc.	Cypress, CA	\$240,825.00
Interstate Striping, Inc.	Fontana, CA	\$258,100.00
WGJ Enterprises, Inc.	Azusa, CA	\$289,969.77
Specialized Pavement Marking, LLC	Sun Valley, CA	\$621,450.00
Toro Enterprises, Inc.	Oxnard, CA	\$913,323.00

All bid documents were reviewed for content and the contractor's ability to meet the City's needs as described in the bid specifications. Based on this review, it has been determined that Superior Pavement Markings, Inc. submitted the lowest responsive bid. Superior Pavement Markings, Inc. has provided quality service to the City of Arcadia for the past four years. Some of their annual municipal contracts include the Cities of Palm Desert, Costa Mesa, Irvine, and West Covina.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT


Funds in the amount of \$140,000 have been budgeted in the Fiscal Year 2024-25 Operating Budget for street striping and pavement marking services. The contract will cross two fiscal years; there is sufficient funding in the Fiscal Year 2024-25 Operating Budget for the new contract and, during the next budget development cycle, Public Works Services will account for the new contract cost of street striping and pavement marking services. All work performed is on a time and materials basis and the contractor is only paid for work performed.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a contract with Superior Pavement Markings, Inc. for street striping and pavement marking services in the amount of \$240,825, with the option of three one-year renewals at the City Manager's discretion, provided that annual rates stay within normal inflationary increases within any such extension.

Award Street Striping and Pavement Marking Services
February 4, 2025
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager

Attachment: Proposed Contract

CITY OF ARCADIA

**STREET STRIPING AND
PAVEMENT MARKING SERVICES**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
SUPERIOR PAVEMENT MARKINGS, INC.**

**CONTRACT FOR THE
CITY OF ARCADIA**

This CONTRACT, No. _____ is made and entered into this ____ day of _____, 2025, by and between City of Arcadia, sometimes hereinafter called "City," and **Superior Pavement Markings, Inc.**, sometimes hereinafter called "Contractor."

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

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

STREET STRIPING AND PAVEMENT MARKING SERVICES

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

B. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within one year from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **TWO HUNDRED FORTY THOUSAND, EIGHT HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS (\$240,825.00)**. Payment shall be made as set forth in the General Conditions.

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

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

- Notice Inviting Bids
- Instructions to Bidders
- Bid Form
- Bid Bond
- Designation of Subcontractors
- Information Required of Bidders
- Non-Collusion Declaration Form
- Iran Contracting Act Certification
- Public Works Contractor Registration Certification
- Performance Bond

Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Standard Specifications for Public Works Construction "Greenbook", latest edition, Except
Sections 1-9
Applicable Local Agency Standards and Specifications, as last revised
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

SUPERIOR PAVEMENT MARKINGS, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney



STAFF REPORT

Fire Department

DATE: February 4, 2025

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Richard Oishi, Battalion Chief

SUBJECT: PURCHASE ORDER WITH STRYKER FOR THE PURCHASE OF ELECTRIC GURNEYS WITH POWER LOADING SYSTEMS IN THE AMOUNT OF \$331,460
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Arcadia Fire Department has been delivering paramedic ambulance services to the Arcadia community since the early 1970s, providing high-quality pre-hospital care for medical and trauma-related emergencies. A critical component of providing this service is ensuring the Department's ability to efficiently load and transport patients, while safeguarding the health and safety of its personnel. Unlike the existing manual gurneys with no mechanical features to lift patients, the purchase of a powered gurney system will enable Fire Paramedic staff to easily maneuver and transport patients of various sizes and conditions, thereby, making emergency situations more adaptable and further supporting a safe working environment.

Although there are other retailers who can build electric gurneys, Stryker is the sole source manufacturer of a fully-powered electric gurney with a self-loading system. The proposed purchase order includes a one-time acquisition of the gurneys, loading devices, and ongoing service. Attached is the sole-source documentation for Stryker devices, the associated maintenance plan, and the purchase cost (Attachment No. 1 – 4). It is recommended that the City Council waive the formal bidding process and approve a sole source purchase order with Stryker for the purchase of electric gurneys with power loading systems, in the amount of \$331,460.

BACKGROUND

Annually, the Arcadia Fire Department responds to approximately 4,700 emergency medical service ("EMS") incidents, with over 4,000, or 85%, requiring ambulance transport. Despite all personnel being trained in proper body mechanics for lifting patients, the repetitive nature of patient handling in a highly critical environment poses a significant

risk of injury. A primary challenge in EMS operations is the physical strain associated with loading and unloading patients from an ambulance.

The Department's existing gurneys are manually manipulated by Fire personnel and provide no mechanical advantage when lifting patients. According to the recent 2024 publication from The Royal Society for Public Health Journal, more than half of EMS-related injuries are musculoskeletal, with back injuries accounting for nearly 25% of all EMS-related injuries. In Fiscal Year 2023-24, approximately 23% of the Arcadia Fire Department's injuries were attributed to lifting and back strain during EMS incidents. These injuries are typically caused by repetitive lifting, twisting, and loading motions rather than a single lift, especially when using traditional gurneys. Alternatively, unlike a traditional gurney, a powered or electrical gurney system can reduce cot related injuries, as it can eliminate the lifting of patients in and out of the ambulance.

After careful evaluation, it was determined that a fully powered gurney with a fully powered loading system is the best option to replace the Department's current manually-operated traditional gurneys. Stryker is the sole source manufacturer and distributor of power lifting and power loading gurneys, with a proven solution to reduce lifting-related injuries during EMS operations. Their "Power-PRO" and "Power-LOAD" systems mechanically lift and secure the gurney into the ambulance, significantly decreasing physical strain on personnel. This type of gurney system is also capable of supporting patients weighing up to 700 pounds. Overall, this would enhance safety, reduce the risk of injury, and improve operational efficiency.

DISCUSSION

The Fire Department seeks to purchase four "Power-PRO" gurneys and four "Power-LOAD" stretcher fastener systems from Stryker, the sole manufacturer of this equipment, to replace the existing traditional gurneys. Stryker also offered the Fire Department \$6,000 in credit to trade in the existing gurneys. The "Power-PRO" gurney operates automatically with the push of a button, utilizing a hydraulic assembly with load-sensing capabilities. It features lights and reflectors for low-light environments and automation that minimizes the risk of musculoskeletal injuries to personnel caused by manual lifting. The "Power-LOAD" system automatically loads and unloads the gurney, improving safety for both patients and operators while reducing the risk of patient drops. The system also meets dynamic crash test standards to maximize occupant safety.

Additionally, the compatibility of Stryker's "Power-PRO" electric gurney with its "Power-LOAD" loading system ensures seamless integration. This feature enhances patient safety during ambulance loading while reducing physical strain on Fire Paramedic personnel. Stryker is also the exclusive provider for gurney repairs. The service contract ensures that only original equipment parts are utilized for repairs and that certified technicians complete the maintenance. Sole-source documentation provided by Stryker confirms their exclusive rights to manufacture, sell, and service this equipment (attached).

Having a fully-compatible powered gurney and powered loading system, along with certified repairs, ensures that the Department receives high-quality equipment and reduces the risk of injury. This aligns with the Fire Department's commitment to safety and operational efficiency. Finally, Stryker is a global leader in medical technologies that offers innovative EMS products and services to approximately 75 countries worldwide. With their credible reputation and advancement in medical products innovation, Stryker can competently deliver electric gurneys with a fully-powered loading system that is needed by the Fire Department.

ENVIRONMENTAL ANALYSIS

The proposed actions do 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 they will have no impact on the environment.

FISCAL IMPACT

Sufficient funds totaling \$350,000 have been allocated in the Fire Department's FY 2024-25 Equipment Acquisition Budget for the purchase of electric gurneys with power loading system and installation, totaling \$331,460. This cost includes \$6,000 in credit for the trade in of the Department's four existing manual gurneys.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); waive the formal bidding process and approve a Purchase Order with Stryker for the purchase of electric gurneys with power loading systems in the amount of \$331,460.

Approved:



Dominic Lazzaretto
City Manager

- Attachment No. 1: Stryker Sole Source Documentation – "Power-PRO"
- Attachment No. 2: Stryker Sole Source Documentation – "Power-LOAD"
- Attachment No. 3: Stryker Sole Source Documentation – "ProCare"
- Attachment No. 4: Stryker Quote Sheet



December 2024

To whom it may concern,

Stryker certifies that we are the sole manufacturer of the Power-PRO™ 2 ambulance cot (Model 6507). This correspondence is to inform you of the characteristics of the Power-PRO 2 ambulance cot. These characteristics can be broken down into two primary categories: independent qualification and ease of use and maintenance.

Independent qualification

- IP36: The system is tested to withstand powerful water jets.
- Conforms to IEC 60601-1, IEC 60601-1-2, IEC 60601-1-12: The Power-PRO 2 cot conforms to industry standards for mechanical and electrical safety for medical electrical equipment intended for use in emergency medical services environment, as well as electromagnetic compatibility and immunity.
- Meets BS EN 1789 crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.
- Designed to conform to KKK-A-1822, CAAS-GVS, NFPA-1917.
- Meets the following:
 - 16 CFR 1632 (U.S. Flammability)
 - BS EN 597-1 (European Flammability)
 - BS EN-1865-2, BS EN-1865-3 (European Power Assisted cots)
 - Meets AS/NSZ-4535 dynamic crash test safety standards when used with Power-LOAD cot fastener and X-restraints.

Ease of use and maintenance

- The cot has a weight capacity of 700 pounds.
- The cot has an adjustable loading height (up to 36 inches). Operators can use the cot control switches at the foot end of the cot to match any ambulance deck height.
- The cot can extend to 84 inches to allow for better leverage when manually loading/unloading.
- The cot can retract to 60 inches to allow for better mobility in tight spaces.
- The lithium-ion battery is placed at the foot end of the cot and can be accessed with a single hand.
- The battery's LED bars indicate battery power level, as well as charging and error status.
- The cot features a foot end light to help medics navigate through dark environments.
- Reflectors on the cot legs increase visibility for enhanced safety.
- The cot is equipped with Smart Equipment Management™(SEM™), an interactive dashboard that helps you maximize your investment, minimize downtime and remotely manage your fleet.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. The cot will not abruptly jar the operator or patient.
- The cot is equipped with a bumper detection system that will stop the extension of the legs if they are obstructed while the cot is suspended.
- The cot legs power-retract and power-extend in 1.5 seconds, which speeds load and unload time.

Emergency Care

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free+1 800 327 0770 | stryker.com

- The foot end lifting bars and cot control switches at two different heights provide optimum ergonomics to most operator heights.
- The transport height feature lowers the cot to a suggested level at the touch of a button for safe patient transport outside an ambulance.
- The foot end is equipped with a transport handle to provide better ergonomics while in transport height.
- The cot has 6 x 2 inch, sealed casters and bearings, including integrated steer and wheel locks that can be activated from the head end or foot end of the cot.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), eliminating aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your account manager for more information.

Sincerely,



John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SEM, Smart Equipment Management, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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December 2024

Power-LOAD® Cot Fastener sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-LOAD Cot Fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Stryker's Power-LOAD (Model 6390) Cot Fastener is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. Stryker's Power-LOAD is the only powered cot fastening system that meets the following:

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD Cot Fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO Cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- SAE J3027 compliant when used with Stryker's Power-PRO Cot and X-Restraints

Ease of use:

- Provides a linear guide for loading and unloading the cot.
- Allows for remote actuation from Power-PRO foot end controls.
- Engages to the cot during loading and unloading, providing a means of lifting and lowering.
- Safe working load of 870 lb and capable of lifting patients weighing up to 700 **lb**.
- Mounts inside the patient compartment to prevent environmental exposure and corrosion.
- Power washable.
- Capable of inductively charging Stryker's SMRT Battery.

Please contact your Sales Representative for further information.

Sincerely,



John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SMRT, Stryker. All other trademarks are trademarks of their respective owners or holders.

The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Emergency Care

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ProCare® Services

3800 E. Centre Ave.
Portage, MI 49002 USA
1-800-STRYKER
stryker.com

To:	Whom it may concern
Subject:	Emergency Care Parts and Service
Date:	January 1, 2023

Stryker's Medical division certifies that it is the original equipment manufacturer (OEM) or sole source distributor of parts for Stryker's Emergency Care products. All parts are manufactured at Stryker or supplied to Stryker by approved vendors.

Stryker employs its own field service team (known as ProCare Services) to service its products. Stryker only uses OEM parts for repairs and has exclusive use of certain proprietary tools for diagnostics and repairs. Stryker Emergency Care products that require the use of such proprietary tools include, but are not limited to:

- Power-LOAD fastener
- Power-PRO cot
- LUCAS 3 chest compression system
- LIFEPAK 15 monitor/defibrillator
- LIFEPAK 20e monitor/defibrillator
- LIFEPAK 1000 defibrillator
- LIFEPAK CR Plus / LIFEPAK CR2 defibrillator

Tooling is calibrated, documented and controlled by Stryker's home offices in Portage, MI, USA and Redmond, WA, USA. Calibration records and training records are available upon request.

Service repairs are documented and reviewed by Stryker's quality team. To help ensure Stryker's commitment to quality, Stryker tracks and trends its service to help ensure the highest level of product performance for its customers. Preventive maintenance (PM) and service history documentation is available upon request.

The Quality Management System of Stryker's Medical division is ISO 13485:2016 certified.

Please contact your local Stryker representative with questions.



Transport Products

Quote Number: 10883893

Version: 1

Prepared For: CITY OF ARCADIA FIRE DEPT

Attn:

Rep: Eric Dahrling

Email: eric.dahrling@stryker.com

Phone Number:

Quote Date: 11/25/2024

Expiration Date: 03/03/2025

Contract Start: 03/07/2024

Contract End: 03/06/2025

Delivery Address

Name: CITY OF ARCADIA FIRE DEPT

Account #: 20026387

Address: 710 S SANTA ANITA AVE

ARCADIA

California 91006-3535

Bill To Account

Name: CITY OF ARCADIA

Account #: 20125367

Address: POBox 60021

ARCADIA

California 91066-6021

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	4	\$30,919.50	\$123,678.00
5.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	4	\$33,516.00	\$134,064.00
6.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	2	\$829.16	\$1,658.32
7.0	650700450301	ASSEMBLY, BATTERY CHARGER	2	\$1,186.36	\$2,372.72
8.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	2	\$27.36	\$54.72
Equipment Total:					\$261,827.76

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-FMCOT-PP2	TR-FERNO MCOT TO PP2	4	-\$500.00	-\$2,000.00
TR-FMFAST-PL	TRADE-IN-FERNO SAE COMPLIANT MANUAL FASTENER TOWARDS PURCHASE OF POWERLOAD	4	-\$1,000.00	-\$4,000.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
2.1	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, MID CONFIG 03/08/2024 - 03/07/2027	4	\$5,130.35	\$20,521.40



Transport Products

Quote Number: 10883893

Version: 1

Prepared For: CITY OF ARCADIA FIRE DEPT
Attn:

Rep: Eric Dahrling

Email: eric.dahrling@stryker.com

Phone Number:

Quote Date: 11/25/2024

Expiration Date: 03/03/2025

Contract Start: 03/07/2024

Contract End: 03/06/2025

#	Product	Description	Qty	Sell Price	Total
		√ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service √ Smart Equip. Management			
2.2	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD 03/08/2024 - 03/07/2027 √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	4	\$6,375.77	\$25,503.08
ProCare Total:					\$46,024.48

Price Totals:

Estimated Sales Tax (10.250%):	\$26,222.35
Freight/Shipping:	\$3,385.18
Grand Total:	\$331,459.77

Comments:

This quote, purchase order form and order are contingent upon the City of Arcadia council approval. This order is cancellable and may be changed at any point before delivery.

Prices: In effect for 30 days

Terms: Net 30 Days



Transport Products

Quote Number: 10883893

Version: 1

Prepared For: CITY OF ARCADIA FIRE DEPT

Attn:

Rep: Eric Dahrling

Email: eric.dahrling@stryker.com

Phone Number:

Quote Date: 11/25/2024

Expiration Date: 01/31/2025

Contract Start: 03/07/2024

Contract End: 03/06/2025

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. **Confidentiality Notice:** Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



STAFF REPORT

Public Works Services Department

DATE: February 4, 2025

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Public Works Services Director
By: Carlos Aguilar, General Services Superintendent

SUBJECT: PURCHASE ORDER WITH 72 HOUR LLC DBA NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF TWO 2025 FORD EXPLORERS IN THE AMOUNT OF \$103,956.80
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Fiscal Year 2024-25 Equipment Replacement Budget provides for the replacement of two vehicles for the Police Department that meet the criteria under the City's Vehicle Replacement Program. After exploring purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, allows the City to streamline vehicle procurement and receive the best price possible. It is recommended that the City Council approve a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two 2025 Ford Explorers in the amount of \$103,956.80.

BACKGROUND

The Fiscal Year 2024-25 Equipment Replacement Budget provides for the replacement of two vehicles for the Police Department. The vehicles being replaced are a 2016 Ford Explorer with approximately 154,063 miles and a 2019 Toyota Highlander with approximately 138,052 miles. The Ford Explorer is used by the Administrative Captain in the Police Department and meets the mileage requirement of the City's Vehicle Replacement Program. The Toyota Highlander is used by a detective for surveillance work, investigations, and to drive to courthouses to provide information to the District Attorney's office. The Toyota Highlander was scheduled for earlier replacement due to its high mileage and frequent maintenance issues. Currently, this vehicle is out of service due to significant transmission failures that require a full replacement.

DISCUSSION

Based on standard offerings and features, the Police Department selected two 2025 Ford Explorers to replace the existing vehicles identified in the Fiscal Year 2024-25 Equipment

Replacement Budget. The 2025 Ford Explorer comes standard with 300 horsepower, EcoBoost, 4-cylinder engines, and safety features, which include lane departure warning, pre-collision assist, driver monitoring alert, and evasion assist. Each new Ford Explorer will be outfitted by a separate vendor to meet the specific needs for use as an Administrative Captain and Detective vehicle. The Ford Explorer provides sufficient cargo space for both configurations.

After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City to streamline the procurement process and receive the best price possible. The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by Sourcewell, while remaining within the City's adopted rules and procedures for purchasing. By utilizing a cooperative purchasing program, the City can streamline the procurement process and acquire vehicles and equipment at a lower cost than traditional competitive bidding. Sourcewell awarded a contract to 72 Hour LLC dba National Auto Fleet Group for vehicles, cars, vans, SUVs, and light trucks, with related equipment, accessories, and services. The bidding process and Sourcewell's contracts have been reviewed by the Public Works Services Department and meet the City's procurement requirements. A copy of 72 Hour LLC dba National Auto Fleet Group's contract is attached.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The total cost of two 2025 Ford Explorers is \$103,956.80. Funds in the amount of \$143,800 have been budgeted in the Fiscal Year 2024-25 Equipment Replacement Budget for the purchase of these vehicles. The cost for safety lighting and communication equipment will be acquired through a separate purchase order; sufficient funds have been budgeted to purchase and outfit these vehicles.

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 a Purchase Order with 72 Hour LLC dba National Auto Fleet Group for the purchase of two 2025 Ford Explorers in the amount of \$103,956.80.

Purchase of Ford Explorers
February 4, 2025
Page 3 of 3

Approved:



Dominic Lazzaretto
City Manager

Attachments: National Auto Fleet Group Proposal Contract
Sourcewell Contract



National Auto Fleet Group

A Division of Chevrolet of Watsonville
490 Auto Center Drive, Watsonville, CA 95076
(855) 289-6572 • (831) 480-8497 Fax
Fleet@NationalAutoFleetGroup.com

12/18/2024

Quote ID: **30578**

Order Cut Off Date: **TBA**

Mr Carlos Aguilar
city of arcadia
11800 Gold Ring Rd
Arcadia, California, 91007

Dear Carlos Aguilar,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

Two (2) New/Unused (2025 Ford Explorer (K8K) ST-Line 4WD, Factory Order) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Extended Unit's (2)	Total Savings
Contract Price	\$48,210.00	\$47,138.00	2.224 %	\$94,276.00	\$2,144.00
Factory Order		\$0.00		\$0.00	
Tax (10.2500 %)		\$4,831.65		\$9,663.30	
Tire fee		\$8.75		\$17.50	
Total		\$51,978.40		\$103,956.80	

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Vehicle Configuration Options

ENGINE	
Code	Description
99H	Engine: 2.3L EcoBoost I-4, (STD)
TRANSMISSION	
Code	Description
44T	Transmission: 10-Speed Automatic, (STD)
PRIMARY PAINT	
Code	Description
M7	Carbonized Gray Metallic
SEAT TYPE	
Code	Description
EW	Onyx, Heated Unique Cloth Captain's Chairs, -inc: cloth inserts, red stitching, 8-way power driver w/memory (power function for tilt, lumbar and recline) and 6-way power front passenger (power function for lumbar and recline)
ADDITIONAL EQUIPMENT	
Code	Description
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others
17H	2nd Row Captain's Chairs w/E-Z Entry & Armrest, -inc: E-Z entry is manually activated, Replaces standard 2nd row 35/30/35 bench seats
OPTION PACKAGE	
Code	Description
300A	Equipment Group 300A Standard Package

2025 Fleet/Non-Retail Ford Explorer ST-Line 4WD

WINDOW STICKER

2025 Ford Explorer ST-Line 4WD		
CODE	MODEL	MSRP
K8K	2025 Ford Explorer ST-Line 4WD	\$46,615.00
OPTIONS		
99H	Engine: 2.3L EcoBoost I-4, (STD)	\$0.00
44T	Transmission: 10-Speed Automatic, (STD)	\$0.00
M7	Carbonized Gray Metallic	\$0.00
EW	Onyx, Heated Unique Cloth Captain's Chairs, -inc: cloth inserts, red stitching, 8-way power driver w/memory (power function for tilt, lumbar and recline) and 6-way power front passenger (power function for lumbar and recline)	\$0.00
153	Front License Plate Bracket, -inc: Standard in states requiring 2 license plates and optional to all others	\$0.00
17H	2nd Row Captain's Chairs w/E-Z Entry & Armrest, -inc: E-Z entry is manually activated, Replaces standard 2nd row 35/30/35 bench seats	\$0.00
300A	Equipment Group 300A Standard Package	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$46,615.00
	Advert/ Adjustments	\$0.00
	Manufacturer Destination Charge	\$1,595.00
TOTAL PRICE		\$48,210.00
Est City: 21 (2024) MPG Est Highway: 25 (2024) MPG Est Highway Cruising Range: 450.00 mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

Standard Equipment

MECHANICAL

Engine: 2.3L EcoBoost I-4 -inc: auto start-stop technology (STD)

Transmission: 10-Speed Automatic (STD)

AXLE RATIO

3.58 Non-Limited Slip Rear Axle

WHEELS

Wheels: 20" Ebony-Painted Machined Aluminum

ADDITIONAL EQUIPMENT

50 State Emissions System
Transmission w/Driver Selectable Mode
Automatic Full-Time Four-Wheel Drive
Battery w/Run Down Protection
Regenerative Alternator
Class III Towing Equipment -inc: Hitch and Trailer Sway Control
Trailer Wiring Harness
2 Skid Plates
Gas-Pressurized Shock Absorbers
Front And Rear Anti-Roll Bars
Electric Power-Assist Speed-Sensing Steering
18.6 Gal. Fuel Tank
Quasi-Dual Stainless Steel Exhaust
Auto Locking Hubs
Strut Front Suspension w/Coil Springs
Multi-Link Rear Suspension w/Coil Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist, Hill Descent Control, Hill Hold Control and Electric Parking Brake
Tires: P255/55R20 AS BSW
Steel Spare Wheel
Compact Spare Tire Mounted Inside Under Cargo
Clearcoat Paint
Body-Colored Rear Bumper w/Black Rub Strip/Fascia Accent
Body-Colored Front Bumper w/Black Bumper Insert
Black Side Windows Trim, Black Front Windshield Trim and Black Rear Window Trim
Black Bodyside Insert, Black Bodyside Cladding and Black Wheel Well Trim
Body-Colored Door Handles
Black Power Heated Side Mirrors w/Manual Folding
Fixed Rear Window w/Fixed Interval Wiper, Heated Wiper Park and Defroster
Deep Tinted Glass
Speed Sensitive Rain Detecting Variable Intermittent Wipers
Galvanized Steel/Aluminum Panels
Lip Spoiler
Black Grille
Power Liftgate Rear Cargo Access
Tailgate/Rear Door Lock Included w/Power Door Locks

Autolamp Auto On/Off Reflector Led Low/High Beam Auto High-Beam Daytime Running Lights Preference Setting Headlamps w/Delay-Off
Perimeter/Approach Lights
LED Brakelights
Headlights-Automatic Highbeams
Front Fog Lamps
Laminated Glass
Radio w/Seek-Scan, Clock, Steering Wheel Controls and Internal Memory
Radio: B&O Sound System by Bang & Olufsen -inc: MP3 capability, 10 speakers, subwoofer, speed-compensated volume, SiriusXM w/360L and 3-month prepaid subscription (service is not available in Alaska and Hawaii), Ford digital experience w/13.2" color LCD touchscreen in IP center-stack, Alexa built-in, Google Assistant, Google Maps and Google Play, pinch-to-zoom capability, 911 Assist, Apple CarPlay and Android Auto wireless compatibility, Note: SiriusXM services require a subscription, sold separately by SiriusXM after the trial period, Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe, If you decide to continue service, the subscription plan chosen will automatically renew and be charged according to your chosen payment method at the then-current rates, Fees and taxes apply, See the SiriusXM customer agreement and privacy policy at http://www.siriusxm.com/www.siriusxm.com for full terms and how to cancel, which includes online methods or calling 1-866-635-2349, Available in the 48 contiguous United States, D.C, and Puerto Rico (w/coverage limits and capable receiver), Visit http://www.siriusxm.com/FAQS for most current service area information, Availability of some services and features is subject to device capabilities and location restrictions, All fees, content and features are subject to change, SiriusXM, Pandora and all related logos are trademarks of Sirius XM Radio Inc, and its respective subsidiaries Eligible 2025 model-year vehicle receive complimentary access to 3-years of Alexa built-in and 1-year of Ford premium connectivity connected service plan enabling Google Assistant, Google Maps and Google Play which begins on the new warranty start date. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features.
Streaming Audio
Integrated Roof Antenna
Bluetooth Wireless Phone Connectivity
Real-Time Traffic Display
2 LCD Monitors In The Front
Bucket Front Seats w/Cloth Back Material
8-Way Driver Seat
6-Way Passenger Seat
35-30-35 Folding Split-Bench Front Facing Manual Reclining Fold Forward Seatback ActiveX Cloth Rear Seat w/Manual Fore/Aft
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Engine Coolant Temp, Tachometer, Oil Level, Trip Odometer and Trip Computer
Power Rear Windows and Fixed 3rd Row Windows
FordPass Connect 5G Mobile Hotspot Internet Access
Fixed 50-50 Bench ActiveX Cloth 3rd Row Seat Front, Manual Fold Into Floor, 2 Manual and Adjustable Head Restraints
Heated Leather Steering Wheel
Front Cupholder
Rear Cupholder
Compass
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry, Illuminated Ignition Switch and Panic Button
Remote Releases -Inc: Power Cargo Access
Proximity Key For Doors And Push Button Start
Garage Door Transmitter
Cruise Control w/Steering Wheel Controls
Adaptive w/Traffic Stop-Go
Voice Activated Dual Zone Front Automatic Air Conditioning
Rear HVAC w/Separate Controls
HVAC -inc: Underseat Ducts and Headliner/Pillar Ducts
Locking Glove Box
Driver Foot Rest
Full Cloth Headliner
Cloth Door Trim Insert
Interior Trim -inc: Cloth/Metal-Look Instrument Panel Insert, Metal-Look Door Panel Insert, Piano Black Console Insert and Chrome/Metal-Look Interior Accents

Heated Unique Cloth Captain's Chairs -inc: cloth inserts, red stitching, 8-way power driver w/memory (power function for tilt, lumbar and recline) and 6-way power front passenger (power function for lumbar and recline)
Day-Night Rearview Mirror
Driver And Passenger Visor Vanity Mirrors w/Driver And Passenger Illumination, Driver And Passenger Auxiliary Mirror
Full Floor Console w/Covered Storage, Mini Overhead Console w/Storage and 3 12V DC Power Outlets
Front And Rear Map Lights
Fade-To-Off Interior Lighting
Full Carpet Floor Covering -inc: Carpet Front And Rear Floor Mats
Carpet Floor Trim
Trunk/Hatch Auto-Latch
Cargo Area Concealed Storage
Cargo Space Lights
Smart Device Remote Engine Start
Integrated Navigation System w/Voice Activation
FOB Controls -inc: Cargo Access and Remote Start
Driver / Passenger And Rear Door Bins
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power
Power Door Locks w/Autolock Feature
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Redundant Digital Speedometer
2 Seatback Storage Pockets
Manual w/Tilt Front Head Restraints and Manual Adjustable Rear Head Restraints
Front Center Armrest
Securilock Anti-Theft Ignition (pats) Immobilizer
Perimeter Alarm
3 12V DC Power Outlets
Air Filtration
BlueCruise (90-day free trial)
AdvanceTrac w/Roll Stability Control Electronic Stability Control (ESC) And Roll Stability Control (RSC)
ABS And Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
BLIS (Blind Spot Information System) Blind Spot
Pre-Collision Assist with Pedestrian Detection Front Cross Traffic Mitigation
Lane Keeping Alert Lane Keeping Assist
Lane Keeping Alert Lane Departure Warning
Collision Mitigation-Front
Driver Monitoring-Alert
Evasion Assist
Collision Mitigation-Rear
Forward and Reverse Sensing System Front And Rear Parking Sensors w/Rear Camera
Aerial View Camera System
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags
Safety Canopy System Curtain 1st, 2nd And 3rd Row Airbags
Airbag Occupancy Sensor
Driver Knee Airbag

Mykey System -inc: Top Speed Limiter, Audio Volume Limiter, Early Low Fuel Warning, Programmable Sound Chimes and Beltminder w/Audio Mute

Rear Child Safety Locks

Outboard Front Lap And Shoulder Safety Belts -inc: Rear Center 3 Point, Height Adjusters and Pretensioners
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Back-Up Camera w/Washer

Front Camera w/Washer

Left Side Camera

Right Side Camera

**Solicitation Number: RFP #091521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

72 Hour LLC dba: National Auto
Fleet Group

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

DocuSigned by:
Jesse Cooper
By: FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

DocuSigned by:
Chad Coauette
By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT



STAFF REPORT

Office of the City Attorney

DATE: February 4, 2025

TO: Honorable Mayor and City Council

FROM: Michael Maurer, City Attorney

SUBJECT: FOURTH AMENDMENT TO CITY MANAGER EMPLOYMENT AGREEMENT AND UPDATED SALARY SCHEDULE
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The City Council sets the City Manager's compensation and benefits, and the last amendment to the City Manager's Employment Agreement set compensation through June 30, 2024. Therefore, the City Council is due to consider extending the Employment Agreement and setting compensation for the term of extension.

Pursuant to the Ralph M. Brown Act, the City Council must approve executive compensation and benefits in an open session, following an oral report of the changes. The City Attorney will provide an oral report during the meeting. It is recommended that the City Council approve the Fourth Amendment to the City Manager's Employment Agreement and updated Salary Schedule.

BACKGROUND & DISCUSSION

The current term of the City Manager's Employment Agreement expired on June 30, 2024, although by its terms, it automatically renews for an additional one-year term. Traditionally, the City has approved three-year terms for the City Manager's Employment Agreement, with accompanying annual salary increases.

At a regular meeting on October 1, 2024, the City Council approved salary increases for the Non-Safety Executive Management employees of the City, together with adjustments in fringe benefits. The specific changes are described in the attached summary of changes.

If approved, the Fourth Amendment to the City Manager's Employment Agreement would apply the same annual base salary increases to the City Manager, which are set at 7%, 6%, and 5% over the next three years. The Fourth Amendment would re-set the timing of the increases to align with the calendar year rather than the fiscal year. The changes will be retroactive to January 1, 2025.

Under the existing Employment Agreement, the City Manager receives the same fringe benefits as the Non-Safety Executive Management employees, and this action would reaffirm the City Council's position to continue extending such benefits to the City Manager.

Although this Fourth Amendment does not result in an additional fiscal impact, as the proposed increases are already included within the amended Fiscal Year 2024-25 budget, the California Public Employees' Retirement System ("CalPERS") requires all salary schedules to be adopted publicly. Accordingly, approval of this Fourth Amendment will also update the salary schedule to reflect the increase to the City Manager's base salary.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The proposed increases are already included within the adopted amended budget for Fiscal Year 2024-25. Therefore, no additional appropriation is required. By starting the agreement in January 2025 instead of July 2024, there will be some minor savings to the City's adopted budget.

RECOMMENDATION

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve the Fourth Amendment to the City Manager's Employment Agreement and updated Salary Schedule.

Attachment "A": Summary of Changes

Attachment "B": Employment Agreement

Attachment "C": First Amendment

Attachment "D": Second Amendment

Attachment "E": Third Amendment

Attachment "F": Proposed Fourth Amendment

Attachment "G": Updated Salary Schedule

SUMMARY OF CHANGES

All changes effective January 1, 2025, unless specified.

** Indicates same terms as approved in Fringe Benefits Resolution.*

***Contract Duration.** 3 Years: January 1, 2025, through December 31, 2027

***Salary Increase.** Effective January 1 of each year:

- Year 1: 7% - \$311,272 (\$25,939/month)
- Year 2: 6% - \$329,948 (\$27,496/month)
- Year 3: 5% - \$346,445 (\$28,870/month)

***Contribution Toward Health Insurance.** Move from a flat contribution to a tiered model.

	Employee Only	Employee +1	Family
Council & Misc. Execs	Current: \$1,504	\$1,550	\$2,150

Longevity. Increase per pay period amounts.

	<u>FROM</u>		<u>TO</u>
	All	Exec/Mgt	Unrepresented
5-9 Yrs:	\$42.02	\$50	\$50
10-14 Yrs:	\$63.04	\$138.46	\$76
15-19 Yrs:	\$84.06	\$276.92	\$100
20+ Yrs:	\$230.77	\$369.23	\$230.77

Deferred Compensation. No Proposed Change – Current contract provides for \$10,000 contribution annually.

***Vacation Leave.** Maximum vacation accumulation reduced for Executives from 500 hours to 400 hours.

***Management Leave.** Unused hours automatically cashed by the end of the Fiscal Year.

- Currently provided 80 hours of leave annually, which would be cashed out at the current hourly rate, if any time is remaining. In recent years, Management Leave hours for the City Manager have been fully utilized.

***Life Insurance.** Effective as soon as practical with insurance carrier, increase City-paid life insurance policy from \$25,000 to \$75,000.

***Holidays.** Christmas Eve and New Year’s Eve will be holidays (previously half day).

Car Allowance. No Proposed Change - \$500 monthly allowance.

***One-Time Payment.** One-time non-PERSable payment. Amount is 1% of total compensation of all employees included in the Fringe Benefits Resolution, distributed evenly.

- Estimated to total \$1,937.29 (pre-tax).

EMPLOYMENT AGREEMENT

This Agreement between the City of Arcadia ("City") and Dominic Lazzaretto ("Manager") is made this 26th day of March, 2012 ("Effective Date").

RECITALS

A. City desires to employ Dominic Lazzaretto as the City Manager of the City of Arcadia as provided by the Arcadia City Charter Section 600 et seq. and the terms and conditions set out herein.

B. Manager desires to serve as City Manager of the City of Arcadia on the terms and conditions set out herein.

AGREEMENT

NOW, THEREFORE, the parties agree as follows on the terms and conditions of Manager's employment.

1. DUTIES

City hereby employs Manager, and Manager hereby accepts employment, as City Manager of the City. Manager shall perform the functions and duties specified for the City Manager of the City in the Arcadia City Charter Section 601 and other ordinances, resolutions and policies of the City and shall perform such other legally permissible and proper duties and functions as the City Council of the City (the "Council") may from time to time assign, consistent with the Arcadia City Charter and other applicable law. Manager agrees to perform all such functions and duties to the best of his ability and in a lawful, efficient and competent manner. Pursuant to Arcadia City Charter Section 600, Manager shall at all times serve at the will and pleasure of the Council (" 'at will' employment status").

2. SEVERANCE AND SEVERANCE PAY AND BENEFITS

(a) In the event that Manager is involuntarily terminated without cause by the Council, City agrees, subject to the following conditions, to pay Manager within fifteen (15) days of the later to occur of (i) the date of termination of employment or (ii) the date of final determination by the Council of the matters subject to a hearing as set forth in this paragraph, a lump sum cash payment ("Severance Pay") equal to nine (9) months of the Base Salary Manager is receiving on the date of the Council's action to terminate Manager, less legally required or authorized deductions. City shall also continue the health benefits being provided to Manager at the time of termination until the expiration of the period of Severance Pay or until Manager finds other employment, whichever occurs first ("Severance Benefits"). However, in the event Manager is terminated with cause due to the reasonable determination of the Council that Manager

has committed either (i) any illegal act involving personal gain to Manager, (ii) gross negligence or (iii) malfeasance, then, and in that event, City shall have no obligation to pay the Severance Pay and Severance Benefits. In the event that Manager disputes the Council's determination of cause and the denial of Severance Pay and Severance Benefits, Manager may submit the dispute to binding arbitration. A written arbitration claim must be submitted to the City Clerk within ten (10) days of the date that the Council notifies Manager of his termination for cause under this Section, otherwise Manager's right to contest the denial of Severance Pay and Severance Benefits is waived. Said arbitration shall be conducted under the Expedited Labor Arbitration Procedures of the American Arbitration Association. City shall bear the cost of the arbitrator and related administrative expenses charged by the American Arbitration Association and each party shall be responsible for its own attorneys' fees and other costs. The sole issue before the Arbitrator shall be whether Manager's termination was for cause as defined in this Agreement. If the arbitrator affirmatively determines that Manager's termination was for cause as defined in this Agreement, Manager shall not be entitled to payment of Severance Pay and Severance Benefits. If the arbitrator determines that Manager's termination was without cause as defined in this Agreement, Manager shall be entitled to the Severance Pay and Benefits as if terminated without cause under this Agreement. Manager agrees that this arbitration provision shall be his sole and exclusive remedy upon termination of his employment and City and Manager agree that the arbitrator's decision shall be final and binding and not be subject to judicial review. Payment of Severance Pay and Severance Benefits shall be conditioned upon Manager executing a general release and waiver of any and all claims against City, its officers, employees and agents, in such form as may reasonably be required by City. Severance Pay and Severance Benefits shall not be payable unless and until Manager executes such general release and waiver of any and all claims against City, its officers, employees and agents, and until expiration of all consideration and revocation rights as provided by law at the time of termination of Manager's employment and this Agreement.

(b) In the event Manager resigns his employment as Manager, then Manager shall give City at least six (6) weeks notice of resignation in writing in advance of the date of resignation, unless mutually agreed upon otherwise. If Manager resigns or retires voluntarily, then City shall have no obligation to pay Severance Pay and Severance Benefits to Manager.

(c) Manager agrees that in the event Manager's employment is terminated, with or without cause, under no circumstances will Manager be entitled to contest the existence or nature of Manager's "at will" employment status, nor will Manager be entitled to seek or receive the remedy of reinstatement to employment with the City in any arbitration, administrative or legal forum. Manager agrees that the sole issue for resolution upon termination of Manager's employment will be whether or not City is obligated to pay to Manager Severance Pay and Severance Benefits, as provided in Section 2.(a), above .

(d) Notwithstanding any other provision herein, in accordance with Government Code Sections 3511.2 and 53260, the Severance Pay and Severance Benefits that Employee may receive in the event of the termination of this Agreement shall not exceed an amount equal to the monthly Base Salary of Employee multiplied by the number of months left on the unexpired term of this Agreement.

(e) Pursuant to Government Code Sections 53243, 53243.1 and 53243.2, which became effective on January 1, 2012, if Manager is convicted of a crime involving an abuse of his office or position, all of the following shall apply: (1) if Manager is provided with administrative leave pay pending an investigation, Manager shall be required to fully reimburse City such amounts paid; (2) if City pays for the criminal legal defense of Manager (which would be in its sole discretion, as it is generally not obligated to pay for a criminal defense), Manager shall be required to fully reimburse City such amounts paid; and (3) if this Agreement is terminated, any Severance Pay and Severance Benefits related to the termination that Manager may receive from City shall be fully reimbursed to City or void if not yet paid to Manager. For purposes of this Section, abuse of office or position means either: (1) an abuse of public authority, including waste, fraud, and violation of the law under color of authority; or (2) A crime against public justice, including, but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

3. BASE SALARY

Commencing on the Effective Date of this Agreement, City agrees to pay Manager an annual Base Salary, exclusive of benefits, in the sum of One Hundred Ninety-Nine Thousand Six Hundred Fifty Dollars (\$199,650) per year, or Sixteen Thousand Six Hundred Thirty Eight Dollars (\$16,638.00) per month, gross, payable in installments at the same time and by the same methods as other City employees are regularly paid. Effective the first pay period that includes July 1, 2013, Manager shall receive an increase in Base Salary in an amount equal to the lesser of Two and One Third percent (2.33%) or the increase in the cost of living based on the California Consumer Price Index for Urban Wage Earners and Clerical Workers calculated by the Department of Industrial Relations for the twelve (12) month period ending on May 31, 2013. Said Base Salary increase shall be apart from any Base Salary increases provided on the basis of merit as approved by the Council, in its sole discretion, during the term of this Agreement. Nothing set forth herein shall prohibit the Council from reducing the Base Salary of Manager due to budgetary or similar constraints, on condition that any such reduction shall not exceed the average reduction applicable to all management employees of the City at the time of reduction in Manager's Base Salary. Furthermore, Manager, in his sole discretion, may elect not to receive any Base Salary increase provided hereunder; provided, however, if Manager elects not to receive a Base Salary increase provided hereunder, said Base Salary increase shall be subsequently implemented, on a prospective basis only, upon written request of Manager.

4. **BENEFITS**

(a) **Vacation Leave.** Manager shall accrue vacation at the rate of 5.23 hours per two week period (or as otherwise adjusted generally for other management employees). Manager shall receive twenty (20) hours of vacation time upon commencement of employment.

(b) **Sick Leave.** Manager shall accrue sick leave at the rate for management employees as that may be adjusted from time to time. Accrued and unused sick leave shall not be subject to buy-back annually or upon termination. Manager shall also receive on commencement of employment a sick leave bank of ninety-six (96) hours which is provided to executive staff pursuant to Resolution No. 5842.

(c) **Management Leave.** Manager shall receive Eighty (80) hours of management leave annually which cannot be carried over from year to year.

(d) **Vehicle Allowance.** Manager shall be provided an automobile allowance of Three Hundred Seventy Five Dollars (\$375.00) per month. Manager shall be responsible for paying for liability, property damage and comprehensive liability insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile. City shall be named as an "additional-insured" on any such comprehensive liability insurance policy, and such policy shall cover both professional and personal use of the automobile. Manager shall provide to City proof of such insurance and the endorsement naming the City as an "additional insured."

(e) **IRC §457 Plan.** Effective March 26, 2012 City shall contribute Three Thousand Nine Hundred Dollars (\$3,900.00) per year, in equal monthly installments, to the IRC §457 plan on Manager's behalf.

(f) **Supplemental Benefits.** Except as provided otherwise herein, Manager shall receive any and all other supplemental benefits including, but not limited to, vacation, sick leave, administrative leave, holiday pay, health, dental, life insurance, disability insurance, retirement benefits (PERS), physical examination, and tuition reimbursement, as are generally available to management employees of the City as provided by applicable City Resolutions and Personnel Rules. Except as otherwise provided herein, all actions undertaken by City relating to supplemental benefits for management employees of the City shall be considered actions affecting the same benefits applicable to Manager.

Manager shall receive a monthly cell phone/technology allowance of Eighty Dollars (\$80.00) and will be responsible for providing his own cell phone. Manager shall also receive an annual allowance of Five Hundred Dollars (\$500.00) to be used toward health club membership and other health related expenses.

City shall not at any time during the Term of this Agreement reduce the Base Salary, compensation or other employment benefits of Manager, except as permitted by this Agreement.

5. PROFESSIONAL DEVELOPMENT, OUTSIDE PROFESSIONAL ACTIVITIES AND GENERAL EXPENSES

(a) Professional Development.

(i) Subject to the Council's discretion to adopt and amend the budget, City agrees to pay for professional dues and subscriptions on behalf of Manager which are reasonably necessary, as determined by the Council, for the Manager's continuation and full participation in national, regional, state or local associations and organizations necessary and desirable for Manager's continued professional participation, growth and advancement, or for the good of the City. Furthermore, City shall pay for any additional professional dues and subscriptions as may be approved by the Council from time to time. Manager shall provide to Council a current list of such professional and subscriptions, and shall periodically update the list to keep it current.

(ii) Subject to the Council's discretion to adopt and amend the budget, City agrees to pay the travel and subsistence expenses of Manager for official travel, meetings and events reasonably necessary to continue the professional development of Manager and reasonably necessary to fulfill official and other functions for the City, all as determined to be reasonable and necessary by the Council. Such meetings and events shall include, but not be limited to, the annual International City Management Association meeting, meetings of the League of California Cities and other national, regional, state and local conferences of governmental groups and committees in which Manager serves as a member.

(b) Outside Professional Activities. Manager agrees to remain in the exclusive employ of the City of Arcadia while employed by the City of Arcadia. The term "employed" however, shall not be construed to prohibit occasional teaching, writing, speaking or consulting performed by Manager on his time off, even if outside compensation is provided for such services. Said activities are expressly allowed, provided that in no case is any activity allowed which would present a conflict of interest with, or detriment to, the City of Arcadia. In the event overnight travel is required for such non-City related business, the City Council shall be notified in advance. De minimis use of City equipment for such purposes is hereby authorized.

(c) General Expenses. City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by the Manager, including participation in civic and other local organizations, and hereby agrees to reimburse or pay said general expenses if reasonably incurred.

Subject to the Council's discretion to adopt and amend the budget, the City Treasurer (or other designated employee) is hereby authorized to disburse funds as needed to fulfill all provisions of this Agreement upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

Subject to the Council's discretion to adopt and amend the budget, City will provide all equipment necessary for the completion of Manager's duties. This equipment shall include, but not be limited to, computers and other electronic devices deemed appropriate by Manager. City acknowledges and approves that certain personal use of this equipment may take place. Said equipment provided hereunder shall remain the property of the City and shall be returned to the City, along with all other City property in the possession of Manager, upon termination of employment.

City shall bear full cost of any fidelity or other bonds required of Manager under any law or ordinance.

6. PERFORMANCE EVALUATION

(a) The Council and Manager may annually define such goals and objectives for the City which they determine necessary for the proper operation of the City in the attainment of the Council's policy objectives, and the Council and Manager may further establish a priority among those various goals and objectives to be reduced to writing. The process of considering the establishment and priority of goals and objectives of the City shall be conducted and completed generally about January of each year.

(b) The Council, following informal and nonbinding consultation with Manager, shall periodically establish goals and objectives regarding the performance of Manager. The Council shall review and evaluate the performance of Manager at least once annually, generally about January of each year. Notwithstanding any term or provision of this Agreement to the contrary, Manager shall serve at the will and pleasure of the Council, and the Council shall be entitled to terminate the employment of Manager without cause.

(c) In recognition of the accomplishment of goals and objectives and excellent performance, a merit increase in Base Salary and/or benefits of Manager may be granted to Manager by the Council. Nothing herein shall be deemed to change the "at will" employment status of Manager.

7. TERMS OF EMPLOYMENT

The Council, following informal and nonbinding consultation with Manager, may by motion, resolution or written amendment to this Agreement approved as an official Council meeting agenda item, fix any other terms and conditions of employment as it may determine, from time to time, relating to the performance of Manager, provided such terms and conditions are not prohibited by the provisions of this Agreement, the Arcadia City Charter or any other rules or regulations of the City.

8. CONFLICT OF INTEREST PROHIBITION

It is understood and agreed that because of the duties of Manager within and on behalf of the City of Arcadia and its citizenry, Manager shall not, during the Term of this Agreement, individually, as a partner, joint venturer, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits of the City of Arcadia, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. For and during the Term of this Agreement, Manager further agrees, except for a personal residence or residential property acquired or held for future use as his personal residence, not to invest in any other real estate or property improvements within the corporate limits of the City of Arcadia without the prior consent of the City Council.

9. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties concerning the subject matter set forth herein and no promise, representation, warranty or covenant not included in this Agreement has been or is relied upon by any party hereto concerning the offer and acceptance of employment described herein.

10. NO CONTINUING WAIVER

No waiver of any term or condition of this Agreement by either party shall be deemed a continuing waiver of such term or condition.

11. EFFECTIVE DATE AND TERM

The Effective Date of this Agreement shall be March 26, 2012. Subject to City's right to terminate Manager's employment at any time, the Term of this Agreement is three (3) years from the Effective Date, and shall automatically renew itself for successive twelve (12) month periods unless City notifies Manager of its intent to terminate this Agreement at least twelve (12) months prior to the end of its three (3) year Term or any successive twelve (12) month Term.

12. INDEMNIFICATION

City shall defend, hold harmless and indemnify Manager against any claim, demand or other legal action as required by applicable law.

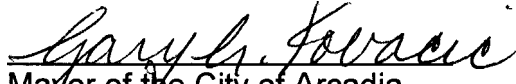
13. SEVERABILITY

In the event that any provision of this Agreement is held or determined to be illegal, invalid or void by reason of any final, non-appealable judgment, order, or decision of a court having jurisdiction over the parties, the remainder of the Agreement shall remain in full force and effect unless the parts found to be illegal, invalid or void are wholly inseparable from the remaining portion of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth hereinabove.


CITY:

MANAGER:

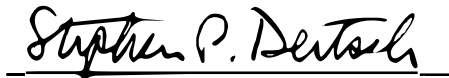

Mayor of the City of Arcadia


Dominic Lazzaretto

ATTEST:


City Clerk
City of Arcadia

APPROVED AS TO FORM:


Stephen P. Deitsch
City Attorney

1100-20
C-2691-1

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to Employment Agreement (the "Amendment") is made between the City of Arcadia ("City") and Dominic Lazzaretto ("Manager"), parties to the Employment Agreement dated March 26, 2012 (the "Agreement").

RECITALS

- A. City and Manager have met to perform the annual performance evaluation referenced in Section 6 of the Agreement and wish to amend certain terms and conditions of the Agreement.
- B. Section 6(c) of the Agreement provides for adjustments in Base Salary and/or benefits of Manager upon completion of the annual performance evaluation.
- C. City and Manager wish to extend the term of the Agreement and provide for Base Salary adjustments similar to those provided to all City employees during the recent labor negotiations process. Such extensions and adjustments are to the mutual benefit of City and Manager.

AMENDMENTS

In consideration of the mutual promises, covenants, guaranties, and conditions contained herein and for other good and valuable consideration, the City and Manager agree to the terms and conditions set forth in this Amendment.

1. Section 3 (Base Salary) of the Agreement is amended to read in full as follows:

"Commencing on the Effective Date of this Agreement, City agrees to pay Manager an annual Base Salary, exclusive of benefits, in the sum of One Hundred Ninety-Nine Thousand Six Hundred Fifty Dollars (\$199,650) per year, or Seven Thousand Six Hundred Seventy Eight Dollars and Eighty Five Cents (\$7,678.85) per pay period, gross, payable in installments at the same time and by the same methods as other City employees are regularly paid. Commencing on July 1, 2013, City agrees to increase Manager's Base Salary in the amount of One Point Two Eight Three Percent (1.283%). Commencing on April 1, 2014, City agrees to pay Manager an annual Base Salary in the sum of Two Hundred Eight Thousand Three Hundred Eighty-Eight Dollars (\$208,388) per year, or Eight Thousand Fourteen Dollars and Ninety-Two Cents (\$8,014.92) per pay period. Manager shall receive an increase in Base Salary in the amount of Two Percent (2.00%) effective July 1, 2015, and on July 1, 2016, and in the amount of Two and One-Half Percent (2.50%) effective July 1, 2017. Said Base Salary increases shall be apart from any Base Salary increases provided on the basis of

merit as approved by the Council, in its sole discretion, during the term of this Agreement. Nothing set forth herein shall prohibit the Council from reducing the Base Salary of Manager due to budgetary or similar constraints, on condition that any such reduction shall not exceed the average reduction applicable to all Executive Management employees of the City at the time of reduction in Manager's Base Salary. Furthermore, Manager, in his sole discretion, may elect not to receive any Base Salary increase provided hereunder; provided, however, if Manager elects not to receive a Base Salary increase provided hereunder, said Base Salary increase shall be subsequently implemented, on a prospective basis only, upon written request of Manager."

2. The first paragraph of Section 4(f) (Supplemental Benefits) of the Agreement is amended to read in full as follows:

"Except as provided otherwise herein, Manager shall receive any and all other supplemental benefits including, but not limited to, vacation, sick leave, administrative leave, holiday pay, health, dental, life insurance, disability insurance, retirement benefits (PERS), physical examination, and tuition reimbursement, as are generally available to Non-Safety Executive Management employees of the City as provided by applicable City Resolutions and Personnel Rules. Except as otherwise provided herein, all actions undertaken by City relating to supplemental benefits for Non-Safety Executive Management Employees of the City shall be considered actions affecting the same benefits applicable to Manager. "

3. Section 11 (Effective Date and Term) is amended to read in full as follows:

"The Effective Date of this Agreement shall be March 26, 2012. Subject to City's right to terminate Manager's employment at any time, the Term of this Agreement is six (6) years from the Effective Date, and shall automatically renew itself for successive twelve (12) month periods unless City notifies Manager of its intent to terminate this Agreement at least twelve (12) months prior to the end of its six (6) year Term or any successive twelve (12) month Term."

4. Upon the effective date of this Amendment, Manager shall receive a one-time cash payment of Two Thousand Ninety Dollars (\$2,090) in lieu of providing Manager with a retroactive Base Salary adjustment equal to that amount previously received by all other City employees on July 1, 2013. Such one-time payment shall be subject to taxation and reported similar to any other Salary payments received by Manager.
5. Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth hereinabove.

CITY:



Mayor of the City of Arcadia

CITY MANAGER:




Dominic Lazzaretto

ATTEST:



City Clerk
City of Arcadia

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

This Second Amendment to Employment Agreement (the "Second Amendment") is made this 1st day of May, 2018, and by and between the City of Arcadia ("City") and Dominic Lazzaretto ("Manager"), parties to the Employment Agreement dated March 26, 2012, as amended by the First Amendment to Employment Agreement dated April 1, 2014 (the "Agreement").

RECITALS

- A. City and Manager have met to perform the annual performance evaluation referenced in Section 6 of the Agreement and wish to amend certain terms and conditions of the Agreement.
- B. Section 6(c) of the Agreement provides for adjustments in Base Salary and/or benefits of Manager upon completion of the annual performance evaluation.
- C. City and Manager wish to extend the term of the Agreement and provide for Base Salary adjustments similar to those provided to all City employees during the recent labor negotiations process and have determined that such extension and adjustments are to the mutual benefit of City and Manager.

AMENDMENTS

In consideration of the mutual promises, covenants, guaranties, and conditions contained herein and for other good and valuable consideration, the City and Manager agree to the terms and conditions set forth in this Second Amendment.

1. The following shall be appended to Section 3 (Base Salary) of the Agreement:

"Commencing on April 1, 2018, City agrees to increase Manager's Base Salary in the amount of Two Percent (2.00%) to the sum of Two Hundred Twenty Six Thousand Six Hundred Seventy One Dollars and Fifty Four Cents (\$226,671.54) per year, or Eighteen Thousand Eight Hundred Eighty Nine Dollars and Thirty Cents (\$18,889.30) per month, exclusive of benefits. Commencing on April 1, 2019, City agrees to increase Manager's Base Salary in the amount of Two Percent (2.00%) to the sum of Two Hundred Thirty One Thousand Two Hundred Four Dollars and Ninety Seven Cents (\$231,204.97) per year, or Nineteen Thousand Two Hundred Sixty Seven Dollars and Eight Cents (\$19,267.08) per month."

2. Section 11 (Effective Date and Term) is amended to read in full as follows:

"The Effective Date of this Agreement shall be March 26, 2012. Subject to City's right to terminate Manager's employment at any time, the Term of this Agreement

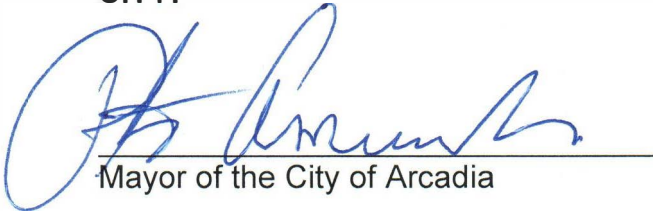
is eight (8) years from the Effective Date, and shall automatically renew itself for successive twelve (12) month periods unless City notifies Manager of its intent to terminate this Agreement at least twelve (12) months prior to the end of its eight (8) year Term or any successive twelve (12) month Term.”

3. Upon the effective date of this Second Amendment, Manager shall receive a one-time cash payment of Three Hundred Forty Eight Dollars and Seventy-Three Cents (\$348.73) in lieu of providing Manager with a retroactive Base Salary adjustment equal to that amount previously received by all other City employees on April 1, 2018. Such one-time payment shall be subject to taxation and reported similar to any other Salary payments received by Manager.
4. Except as set forth in this Second Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is any conflict between this Second Amendment and the Agreement, the terms of this Second Amendment will prevail.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Employment Agreement, which shall be effective as of May 1, 2018.

CITY:

CITY MANAGER:



Mayor of the City of Arcadia

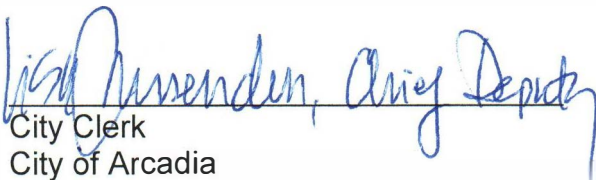


Dominic Lazzaretto

Date: May 3, 2018

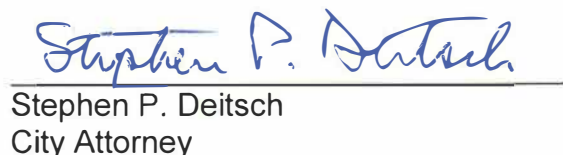
Date: May 4, 2018

ATTEST:



City Clerk
City of Arcadia

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

THIRD AMENDMENT TO EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement (the "Third Amendment") is made this 17th day of May, 2022, and by and between the City of Arcadia ("City") and Dominic Lazzaretto ("Manager"), parties to the Employment Agreement dated March 26, 2012, as amended by the First Amendment to Employment Agreement and Second Amendment to Employment Agreement, dated April 1, 2014, and May 1, 2018, respectively (the "Agreement").

RECITALS

- A. City and Manager have met to perform the annual performance evaluation referenced in Section 6 of the Agreement and wish to amend certain terms and conditions of the Agreement.
- B. Section 6(c) of the Agreement provides for adjustments in Base Salary and/or benefits of Manager upon completion of the annual performance evaluation.
- C. City and Manager wish to extend the term of the Agreement and provide for Base Salary adjustments, and have determined that such extension and adjustments are to the mutual benefit of City and Manager.

AMENDMENTS

In consideration of the mutual promises, covenants, guaranties, and conditions contained herein and for other good and valuable consideration, the City and Manager agree to the terms and conditions set forth in this Third Amendment.

1. The following shall be appended to Section 3 (Base Salary) of the Agreement:

"Commencing on July 1, 2021, City agrees to increase Manager's Base Salary to the amount of Two Hundred Seventy One Thousand Five Hundred Seventy Two Dollars and Zero Cents (\$271,572.00) per year, or Twenty Two Thousand Six Hundred Thirty One Dollars and Zero Cents (\$22,631.00) per month, exclusive of benefits. Commencing on July 1, 2022, City agrees to increase Manager's Base Salary in the amount of Three Percent (3.00%) to the sum of Two Hundred Seventy Nine Thousand Seven Hundred Nineteen Dollars and Sixteen Cents (\$279,719.16) per year, or Twenty Three Thousand Three Hundred and Nine Dollars and Ninety Three Cents (\$23,309.93) per month, exclusive of benefits. Commencing on July 1, 2023, City agrees to increase Manager's Base Salary in the amount of Four Percent (4.00%) to the sum of Two Hundred Ninety Thousand Nine Hundred Seven Dollars and Ninety Six Cents (\$290,907.96) per year, or Twenty Four Thousand Two Hundred Two Dollars and Thirty Three Cents (\$24,242.33) per month, exclusive of benefits."
2. The following shall be appended to Section 4 (Benefits), Paragraph (a) (Vacation Leave) of the Agreement:

“Manager may sell back vacation time each calendar year at the hourly rate earned at the time Manager opts to sell the time back subject to the following limitations: Up to Two Hundred Forty (240) hours per calendar year.”

3. Section 4 (Benefits), Paragraph (d) (Vehicle Allowance) of the Agreement is amended to read in full as follows:

“Manager shall be provided an automobile allowance of Five Hundred Dollars (\$500.00) per month. Manager shall be responsible for paying for liability, property damage and comprehensive liability insurance and for the purchase, operation, maintenance, repair and regular replacement of said automobile. City shall be named as an “additional insured” on any such comprehensive liability insurance policy, and such policy shall cover both professional and personal use of the automobile. Manager shall provide to City proof of such insurance and the endorsement naming the City as an “additional insured.””

4. Section 4 (Benefits), Paragraph (e) (IRC §457 Plan) of the Agreement is amended to read in full as follows:

“Effective July 1, 2021, City shall contribute Ten Thousand Dollars (\$10,000.00) per year, in equal monthly installments, to the IRC §457 plan on Manager’s behalf.”

5. Section 11 (Effective Date and Term) of the Agreement is amended to read in full as follows:

“The Effective Date of this Agreement shall be March 26, 2012. Subject to City’s right to terminate Manager’s employment at any time, the Term of this Agreement shall be extended for three (3) years commencing on July 1, 2021, through and including June 30, 2024. This Agreement shall automatically renew itself for successive twelve (12) month periods unless City notifies Manager of its intent to terminate this Agreement at least twelve (12) months prior to the end of the extended three (3) year Term or any successive twelve (12) month Term.”

6. Upon the effective date of this Third Amendment, City shall make: (i) a one-time cash payment to Manager in the amount of the difference between the Base Salary paid since July 1, 2021, and the Base Salary due under this Third Amendment; (ii) a one-time cash payment to Manager in the amount of the difference between the vehicle allowance paid since July 1, 2021, and the vehicle allowance due under this Third Amendment; and (iii) a one-time contribution to the IRC §457 plan on Manager’s behalf in the amount of the difference between the contributions already made since July 1, 2021, and the additional amounts that are to be contributed under this Third Amendment.
7. Except as set forth in this Third Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is

conflict between this Third Amendment and the Agreement, the terms of this Third Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to the Agreement as of the date first set forth hereinabove.

CITY:



Mayor of the City of Arcadia

CITY MANAGER:




Dominic Lazzaretto

ATTEST:



City Clerk
City of Arcadia

APPROVED AS TO FORM:



Stephen P. Deitsch
City Attorney

FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT

This Fourth Amendment to Employment Agreement (the "Fourth Amendment") is made this 4th day of February 2025, and by and between the City of Arcadia ("City") and Dominic Lazzaretto ("Manager"), parties to the Employment Agreement dated March 26, 2012, as amended by the First Amendment to Employment Agreement, Second Amendment to Employment Agreement, and Third Amendment to Employment Agreement dated April 1, 2014, May 1, 2018, and May 17, 2022, respectively (the "Agreement").

RECITALS

- A. City and Manager have met to perform the annual performance evaluation referenced in Section 6 of the Agreement and wish to amend certain terms and conditions of the Agreement.
- B. Section 6(c) of the Agreement provides for adjustments in Base Salary and/or benefits of Manager upon completion of the annual performance evaluation.
- C. City and Manager wish to extend the term of the Agreement and provide for Base Salary adjustments, and other adjustments to fringe benefits, and have determined that such extension and adjustments are to the mutual benefit of City and Manager.

AMENDMENTS

In consideration of the mutual promises, covenants, guaranties, and conditions contained herein and for other good and valuable consideration, the City and Manager agree to the terms and conditions set forth in this Fourth Amendment.

1. The following shall be appended to Section 3 (Base Salary) of the Agreement:

"Commencing on January 1, 2025, City agrees to increase Manager's Base Salary to the amount of Three Hundred Eleven Thousand Two Hundred Seventy-Two Dollars and Zero Cents (\$311,272.00) per year, or Twenty-Five Thousand Nine Hundred Thirty-Nine Dollars and Zero Cents (\$25,939.00) per month, exclusive of benefits. Commencing on January 1, 2026, City agrees to increase Manager's Base Salary in the amount of Six Percent (6.00%) to the sum of Three Hundred Twenty-Nine Thousand Nine Hundred Forty-Eight Dollars and Zero Cents (\$329,948.00) per year, or Twenty-Seven Thousand Four Hundred and Ninety-Six Dollars and Zero Cents (\$27,496.00) per month, exclusive of benefits. Commencing on January 1, 2027, City agrees to increase Manager's Base Salary in the amount of Five Percent (5.00%) to the sum of Three Hundred Forty-Six Thousand Four Hundred Forty-Five Dollars and Zero Cents (\$346,445.00) per year, or Twenty-Eight Thousand Eight Hundred Seventy Dollars and Zero Cents (\$28,870.00) per month, exclusive of benefits."

2. The following shall be appended to Section 4 (Benefits), Paragraph (c) (Management Leave) of the Agreement:

"Unused Management Leave hours will be cashed out at the end of each year at the then-current hourly rate."

3. Section 11 (Effective Date and Term) of the Agreement is amended to read in full as follows:

“The Effective Date of this Agreement shall be March 26, 2012. Subject to City's right to terminate Manager's employment at any time, the Term of this Agreement shall be extended for three (3) years commencing on January 1, 2025, through and including December 31, 2027. This Agreement shall automatically renew itself for successive twelve (12) month periods unless City notifies Manager of its intent to terminate this Agreement at least twelve (12) months prior to the end of the extended three (3) year Term or any successive twelve (12) month Term.”

4. The City Council reaffirms and readopts the first paragraph of Section 4(f) (Supplemental Benefits) of the Agreement, which reads in full as follows:

“Except as provided otherwise herein, Manager shall receive any and all other supplemental benefits including, but not limited to, vacation, sick leave, administrative leave, holiday pay, health, dental, life insurance, disability insurance, retirement benefits (PERS), physical examination, and tuition reimbursement, as are generally available to Non-Safety Executive Management employees of the City as provided by applicable City Resolutions and Personnel Rules. Except as otherwise provided herein, all actions undertaken by City relating to supplemental benefits for Non-Safety Executive Management Employees of the City shall be considered actions affecting the same benefits applicable to Manager.”

5. Upon the effective date of this Fourth Amendment, City shall make: (i) a onetime cash payment to Manager in the amount of the difference between the Base Salary paid since January 2025, and the Base Salary due under this Fourth Amendment; (ii) a onetime cash payment in an amount equal to 1% of total compensation of all employees included in the Fringe Benefits Resolution (as adopted by the City Council on October 1, 2024, through Resolution No. 7598, distributed evenly.
6. Except as set forth in this Fourth Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Fourth Amendment and the Agreement, the terms of this Fourth Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the Agreement as of the date first set forth hereinabove.

Attachment "G"

CITY OF ARCADIA ANNUAL SALARY RANGE

JULY 1, 2015 - JUNE 30, 2024

Revised 8.15.2023

ELECTED OFFICIALS

	Title	2014	2015	2016	2017	2018	2019	2023		
	Council Member	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 19,200		

JANUARY 1, 2025 - DECEMBER 31, 2027

CITY MANAGER

Range Number	Title	4/1/2014	7/1/2015	7/1/2016	7/1/2017	4/1/2018	4/1/2019	7/1/2021	7/1/2022	7/1/2023	1/1/2025	1/1/2026	1/1/2027
20	City Manager	\$ 208,388	\$ 212,556	\$ 216,807	\$ 222,227	\$ 226,672	\$ 231,205	\$ 271,572	\$ 279,719	\$ 290,908	\$ 311,272	\$ 329,948	\$ 346,445