



**Tuesday, March 17, 2026, 6:00 P.M.**

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

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

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

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

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

**How to Submit Public Comment:**

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

1. **In-Person:** Complete a Speaker Card, indicating the agenda item number and place it in the Public Comment Drop Box, or simply come to the podium when the Mayor asks for those who wish to speak. Generally, the allotted time is determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each**; between **6 and 20 speakers – 3 minutes each**; between **21 and 50 speakers – 2 minutes each**; and more than **50 speakers – 1 minute each**. Comments on all non-public hearing items will generally be taken at the Public Comment portion of the agenda.
2. **Website:** Please submit your comments using our online public comment form at [ArcadiaCA.gov/comment](https://ArcadiaCA.gov/comment). Your comments must be received at least 30 minutes prior to the posted meeting time.
3. **Email:** Please submit your comments via email to [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov). Your comments must be received at least 30 minutes prior to the posted meeting time.

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

#### 如何提交公众评论意见：

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

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

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

## CALL TO ORDER

## ROLL CALL OF CITY COUNCIL MEMBERS

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

## PUBLIC COMMENTS (5-minute time limit each speaker)

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

## STUDY SESSION

- a. Report, discussion, and direction regarding establishing a potential Fallen Veterans Month program.

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

**1. CALL TO ORDER**

**2. INVOCATION**

Rabbi Sholom Stiefel, Chabad of Arcadia

**3. PLEDGE OF ALLEGIANCE**

Rabbi Sholom Stiefel, Chabad of Arcadia

**4. ROLL CALL OF CITY COUNCIL MEMBERS**

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

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

**6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS**

**7. PRESENTATIONS**

a. Presentation of Mayor's Certificate of Commendation to Jamie Shiuan for earning the Girl Scout Gold Award.

b. Presentation of Education and Sharing Day Proclamation to Rabbi Sholom Stiefel of Chabad of Arcadia.

**8. PUBLIC HEARING**

Any person wishing to speak before the City Council on a public hearing item is asked to complete a Speaker Card, noting the agenda item number and placing it in the Public Comment Drop Box, 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), the allotted time is determined by the number of speakers, in accordance with the following format: **5** speakers or less – **5 minutes each**; between **6** and **20** speakers – **3 minutes each**; between **21** and **50** speakers – **2 minutes each**; and more than **50** speakers – **1 minute each**. 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. 7651 approving an 86-unit multi-family condominium project, including 9 affordable units, with a Density Bonus and SB 330, known as the Colorado Collection, at 201 and 225 Colorado Place.  
CEQA: Exempt  
Recommended Action: Adopt and Approve

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

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

**10. CONSENT CALENDAR**

- a. Regular Meeting Minutes of March 3, 2026.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Resolution No. 7659 amending the Fiscal Year 2025-26 Facility Maintenance Operating Budget, authorizing a supplemental budget appropriation in the amount of \$25,000 for the emergency generator rental at Fire Station 107, offset by a reduction in the General Fund; and approve a Change Order to the Purchase Order with Valley Power Systems, Inc. for the emergency generator rental at Fire Station 107 in the amount of \$25,000.  
CEQA: Not a Project  
Recommended Action: Adopt and Approve
- c. Approval of the 2025 General Plan and Housing Element Annual Progress Reports.  
CEQA: Not a Project  
Recommended Action: Receive and File

- d. Professional Services Agreement with Royal Coaches Auto Body & Towing for official police tow services for a three-year term, with the option of three one-year renewals.  
CEQA: Not a Project  
Recommended Action: Approve
- e. Professional Services Agreement with Heads in the Sky for America's 250<sup>th</sup> Celebration drone show at Santa Anita Park, in an amount not to exceed \$208,600.  
CEQA: Not a Project  
Recommended Action: Approve
- f. Professional Services Agreement with Café Fusion to provide the Senior Meals Program for Fiscal Year 2026-27 in an amount not to exceed \$120,000.  
CEQA: Not a Project  
Recommended Action: Approve
- g. Professional Services Agreement with Southland Sports to provide Basketball Official Services for Fiscal Year 2026-27 in an amount not to exceed \$51,400.  
CEQA: Not a Project  
Recommended Action: Approve
- h. Amendment to the Professional Services Agreement with Willdan Engineering for Community Development Block Grant ("CDBG") Housing Rehabilitation Program Management and Administrative Services, adding \$10,403 for Fiscal Year 2025-26.  
CEQA: Not a Project  
Recommended Action: Approve
- i. General Services Agreement renewal with the County of Los Angeles.  
CEQA: Not a Project  
Recommended Action: Approve
- j. Purchase of portable and mobile radios for the Arcadia Police Department from Motorola Solutions Inc., from the Equipment Replacement Fund, in an amount not to exceed \$444,260.  
CEQA: Not a Project  
Recommended Action: Approve
- k. Purchase Order with Pacific Lift and Equipment Company Inc. for the purchase of one Rotary tire changer and one Rotary tire balancer in the amount of \$35,723.23.  
CEQA: Not a Project  
Recommended Action: Approve

- l. Purchase Order with Fairfield Chevrolet & CA Police Cars for the purchase of one 2026 Chevrolet Silverado 1500 Pickup Truck in the amount of \$50,904.95.  
CEQA: Not a Project  
Recommended Action: Approve
  
- m. Purchase Order with Westnet, LLC for the purchase and installation of fire station alerting system equipment in the amount of \$379,804.  
CEQA: Not a Project  
Recommended Action: Approve
  
- n. Purchase Order for Dell computer workstations and laptops from Granite Data Solution Inc. in the amount of \$75,000 through a Cooperative Purchasing Agreement under the California State eProcurement Program (Contract Number 1-22-70-31A).  
CEQA: Not a Project  
Recommended Action: Approve

**11. CITY MANAGER**

- a. Resolution No. 7676 opposing the Essential Services Restoration Act, Los Angeles County General Sales Tax Measure, and authorize a letter to oppose Assembly Bill No. 1768.  
CEQA: Not a Project  
Recommended Action: Adopt and Approve

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

**13. REQUEST FOR FUTURE ITEMS**

**14. ADJOURNMENT**

The City Council will adjourn this meeting to Tuesday, April 7, 2026, at 6:00 p.m. in the City Council Conference Room.

## Welcome to the Arcadia City Council Meeting!

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

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

**PUBLIC PARTICIPATION:** Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please place a **Speaker Card** in the Public Comment Drop Box, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record.

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

**PUBLIC HEARINGS AND APPEALS:** Are items scheduled for which public input is either required or desired. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), the allotted speaking time is generally determined by the number of speakers, in accordance with the following format: **5 speakers or less – 5 minutes each**; between **6 and 20 speakers – 3 minutes each**; between **21 and 50 speakers – 2 minutes each**; and more than **50 speakers – 1 minute each**. The applicant may additionally submit rebuttal comments.

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

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

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

## 欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，欢迎您就市政事务分享观点。

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

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

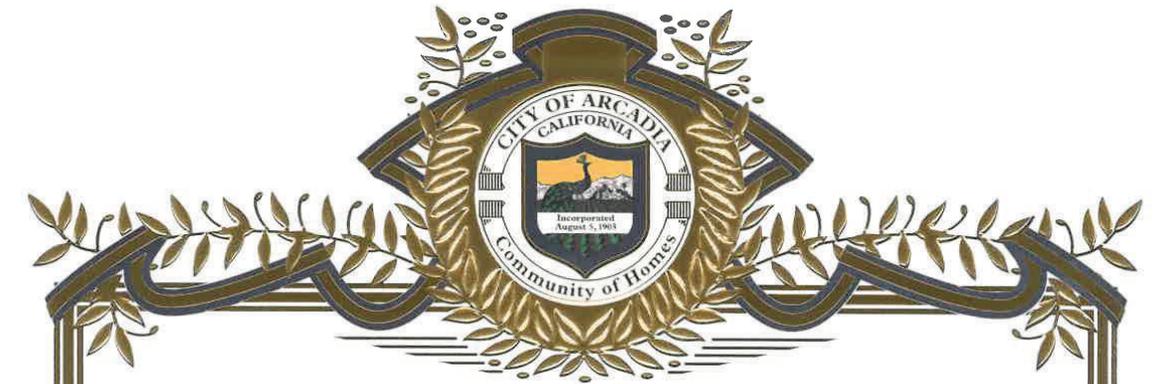
**公众意见：** 所有关于议程内或议程外事项的意见，均应在指定的“公众意见”环节提出。**根据州法律，对于未列入议程的项目，市议会不得予以讨论或投票表决。相关事宜可转交工作人员采取适当行动或做出回应，或列入未来会议议程，公开听证事项除外。**

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

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

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

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



# City of Arcadia

## PROCLAMATION

*WHEREAS*, the basis for the continuity of any society is education; and in the great city of Arcadia the education of our youth is a priority; and

*WHEREAS*, in order to achieve its highest goals, education must not only impart knowledge but also teach the students how to live, forming and strengthening their moral character to make a better life for themselves as individuals and for society as a whole; and

*WHEREAS*, a global spiritual leader, the Rebbe, Rabbi Menachem M. Schneerson, of righteous memory, stressed that a moral and ethical education empowers every individual to develop their full potential in making the world a better place; and

*WHEREAS*, such an education can nurture the unity of diverse people through encouraging increased acts of goodness and kindness, imbued with the awareness that even a single positive act of an individual can change the world and usher in an era of global peace; and

*WHEREAS*, March 29, 2026, will mark 123 years since the Rebbe's birth, and this year begins the celebrations of the 76th anniversary of his leadership of the Chabad-Lubavitch movement. "Chabad" is an acronym of three Hebrew words for "wisdom, understanding and knowledge." The name "Lubavitch" comes from the city which served as the movement's headquarters for over a century and means City Of Love. Of all the ethical values which inform our civilization, none is more important than love - love of wisdom, love of our fellowman, and love of our Creator. These values, rooted in the Seven Noahide Laws, have guided the Chabad-Lubavitch movement throughout its history, and are the essence of education at its best, and we should be certain to pass on this precious heritage to all young Americans; and

*WHEREAS*, "Education & Sharing Day" is observed each year on the Rebbe's birthday in recognition of his outstanding and lasting contributions toward the improvement of education, morality, and acts of charity around the world; a day to pause and reflect on our responsibility to ensure our youth have the foundation necessary to lead lives rich in purpose and fulfillment through service and good works.

*NOW, THEREFORE*, I, Eileen Wang, Mayor of Arcadia, California, do hereby proclaim Sunday, March 29, 2026, as

## EDUCATION AND SHARING DAY

in the City of Arcadia and call upon everyone to work together to create a better, brighter, and more promising future for all.

*Dated this  
17th Day of March, 2026*

*Eileen Wang, Mayor*



# Public Hearing Item 8a

Colorado Collection Project at 201 and 225 Colorado Place  
[\[click here\]](#)

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, MARCH 3, 2026**

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**CALL TO ORDER** – Mayor Wang called the Closed Session to order at 6:00 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

**PUBLIC COMMENTS** - No one appeared.

**CLOSED SESSION**

- a. Confer with legal counsel regarding anticipated litigation.

Potential initiation of litigation pursuant to Government Code Section 54956.9(d)(4): one (1) case.

The Closed Session ended at 6:51 p.m.

No reportable action was taken.

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

1. **CALL TO ORDER** – Mayor Wang called the Regular Meeting to order at 7:00 p.m.

2. **INVOCATION** – Reverend John Scholte, Journey Community Church

3. **PLEDGE OF ALLEGIANCE** – Reverend John Scholte, Journey Community Church

4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

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

City Attorney Maurer reported that prior to the Regular Meeting, the City Council met in a Closed Session to discuss the one item 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 of an adoptable dog by Kevin McManus of the Pasadena Humane Society.
- b. Presentation of Mayor's Certificate of Commendation and plaque to the 2025 Senior of the Year, Marilyn Mazon.
- c. Presentation of Mayor's Certificates of Commendation to Arcadia Post Office Letter Carriers for receiving the National Safety Council Million Mile Award.
- d. Presentation of the 2026 Arbor Day Proclamation.

**8. PUBLIC COMMENTS**

Dennis Ko, an Arcadia resident, appeared and expressed concerns regarding traffic safety at the intersection of Sharon Road and Holly Avenue, near Baldwin Stocker Elementary School; and he encouraged the City Council to consider safety improvements.

Dom Tallerico, an Arcadia resident, appeared and requested clarification regarding allegations of inappropriate conduct by a police officer towards members of the public; and he requested that a status update on the matter be placed on a future agenda.

Sonia, an Arcadia resident, appeared and provided comments concerning an individual who was sentenced to prison for acting as an operative for the Chinese government and encouraged Mayor Wang to resign from office.

Jim Ries, from Craig Lawson & Co., appeared on behalf of Bricks Behavioral Health Foundation and discussed their intent, in partnership with CRI-Help, to acquire the Extended Stay America hotel and convert the property into an alcohol and substance

use disorder rehabilitation facility utilizing funding from the State's Behavioral Health Continuum Infrastructure Program (BHCIP) and Proposition 1; he spoke about the importance of providing these services; and he indicated that they look forward to working with the City and the community towards that goal.

## 9. CONSENT CALENDAR

- a. Special and Regular Meeting Minutes of February 17, 2026.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Ordinance No. 2411 amending Article VI of the Arcadia Municipal Code regarding the Businesses, Professions, Trades, and Occupations (Business License) Code.  
CEQA: Exempt  
Recommended Action: Adopt
- c. Resolution No. 7673 amending the Fiscal Year 2025-26 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the Peacock Fountain Resurfacing Project in the amount of \$63,414.22, offset by a reduction in the Capital Outlay Fund; and approve a contract with Horizons Construction Co. Int'l Inc. for the Peacock Fountain Resurfacing Project in the amount of \$57,649.29.  
CEQA: Exempt  
Recommended Action: Adopt and Approve
- d. Contract with KYA Services, LLC for the Fire Station 105 Boiler Replacement Project in the amount of \$56,920.25.  
CEQA: Exempt  
Recommended Action: Approve
- e. Purchase Order with Olathe Ford Sales Inc. dba Olathe Ford Lincoln for the purchase of a new 2025 four-wheel drive Ford F-150 Lightning pick-up truck in the amount of \$84,363.  
CEQA: Not a Project  
Recommended Action: Approve
- f. Change Order to increase the Purchase Order with Wittman Enterprises, LLC for ambulance billing and collection services in the amount of \$88,000.  
CEQA: Not a Project  
Recommended Action: Approve

- g. Accept all work performed by Carrier Corporation for the Upper City Hall HVAC Split Systems Project as complete.

CEQA: Exempt

Recommended Action: Approve

It was moved by Council Member Cao, seconded by Council Member Fu, and carried on a roll call vote to approve Consent Calendar Items 9.a through 9.g.

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

NOES: None

ABSENT: None

## 10. CITY MANAGER

- a. Resolution No. 7677 reaffirming the authority granted under Section 807 (General Plan) of the Arcadia City Charter; and informational update on a potential substance and alcohol use treatment facility with residential care at 401 E. Santa Clara Street.

CEQA: Not a Project

Recommended Action: Adopt

City Manager Lazzaretto introduced City Manager Item 10.a and deferred introductory remarks to Council Member Cao, who requested it be placed on the agenda for discussion.

Council Member Cao moved to adopt Resolution No. 7677, reaffirming the authority granted under Section 807 (General Plan) of the Arcadia City Charter. The motion was seconded by Council Member Fu.

Council Member Cao clarified that despite discussion on social media suggesting that the City Council had already made a decision regarding the potential treatment facility, this is the first time the matter had been discussed by the City Council; he noted that the City Council had previously been informed of the potential project through the City Manager's Weekly Report; he further stated that he wanted the public to be aware that, while cities should have local control over land use matters, recent state laws have limited that authority in certain circumstances. He then turned the item over to Interim Development Services Director Flores for an update.

Interim Development Services Director Flores provided the Staff Report.

After discussion, a motion was made by Council Member Cao, seconded by Council Member Fu, and passed on a roll call vote to adopt Resolution No. 7677 reaffirming the authority granted under Section 807 (General Plan) of the Arcadia City Charter.

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

- b. Resolution No. 7675 amending the Fiscal Year 2025-26 Solid Waste Operating Budget, authorizing a supplemental budget appropriation for the Household Hazardous Waste Collection and Removal Services one-time drop-off event in the amount of \$44,420, offset by a reduction in the Solid Waste Fund; and approve a Professional Services Agreement with Veolia ES Technical Solutions, LLC for Household Hazardous Waste Collection and Removal Services for a one-time drop-off event in the amount of \$44,420.

CEQA: Not a Project

Recommended Action: Adopt and Approve

Environmental Services Manager Arndell provided the Staff Report.

After discussion, a motion was made by Council Member Cao, seconded by Council Member Fu, and passed on a roll call vote to adopt Resolution No. 7675 amending the Fiscal Year 2025-26 Solid Waste Operating Budget, authorizing a supplemental budget appropriation for the Household Hazardous Waste Collection and Removal Services one-time drop-off event in the amount of \$44,420, offset by a reduction in the Solid Waste Fund; and approve a Professional Services Agreement with Veolia ES Technical Solutions, LLC for Household Hazardous Waste Collection and Removal Services for a one-time drop-off event in the amount of \$44,420.

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

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

Council Member Cao announced that he attended the Arcadia High School's 31<sup>st</sup> Annual Orchestra Benefit Dinner and the Arcadia High School Chinese Parents Booster Club's 33<sup>rd</sup> Lunar New Year Gala.

Council Member Fu announced that he attended the Arcadia High School's 31<sup>st</sup> Annual Orchestra Benefit Dinner and the Arcadia High School Chinese Parents Booster Club's 33<sup>rd</sup> Lunar New Year Gala; and he expressed gratitude towards the organizers for their contributions to the community.

Council Member Kwan had nothing to report.

Mayor Pro Tem Cheng announced that he also attended the Arcadia High School's 31<sup>st</sup> Annual Orchestra Benefit Dinner and the Arcadia High School Chinese Parents Booster Club's 33<sup>rd</sup> Lunar New Year Gala.

Mayor Wang announced that she attended the Arcadia High School's 31<sup>st</sup> Annual Orchestra Benefit Dinner, the Arcadia High School Chinese Parents Booster Club's 33<sup>rd</sup> Lunar New Year Gala; and thanked the volunteers and the School District for coordinating the events.

## **12. REQUEST FOR FUTURE ITEMS**

Council Member Cao requested City Council support to place an item on a future agenda to discuss the maintenance and modernization of Longden Field. Mayor Wang and Council Member Fu concurred.

Council Member Cao also requested City Council support to place an item on a future agenda to discuss the creation of "Fallen Veterans Month". Council Member Fu and Mayor Wang concurred.

City Manager Lazzaretto inquired about the proposed timing for "Fallen Veterans Month".

Council Member Cao indicated that the month of May may be an ideal time to recognize "Fallen Veterans Month".

Council Member Fu spoke on a matter of personal privilege and reported that on February 27, the City's independent investigator notified him that the investigation into allegations of harassment had been closed and that none of the allegations were sustained; he provided an outline of events leading to the matter; and he posed questions to Council Member Kwan.

Council Member Kwan asked City Attorney Maurer why Council Member Fu was permitted to speak on a matter not listed on the agenda, following the implementation of the City Council's Rules of Procedure and Decorum.

City Attorney Maurer explained that Council Members may speak on matters of personal privilege when the matter involves them personally rather than City business; and he noted that Council Members may raise a point of order if they believe the comments fall outside the City Council's Rules of Procedure and Decorum.

Council Member Kwan stated that she disagreed with the findings of the independent investigation and did not respond to the questions posed by Council Member Fu.

Council Member Kwan requested City Council support to place an item on a future agenda to discuss leadership accountability and whether it would be appropriate for Mayor Wang to resign or step down. The request did not receive a second.

Council Member Cheng reminded residents that despite differences of opinion, the City Council remains united in its service to Arcadia.

Council Member Kwan asked the City Attorney for additional clarification regarding the matters of personal privilege and points of order, and City Attorney Maurer provided a response that further explained the two processes.

**13. ADJOURNMENT**

The City Council adjourned at 8:35 p.m. in memory of James Pontello to Tuesday, March 3, 2026, at 6:00 p.m., in the City Council Conference Room.



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Linda Rodriguez  
City Clerk



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**PUBLIC WORKS SERVICES DEPARTMENT**

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** RESOLUTION NO. 7659 AMENDING THE FISCAL YEAR 2025-26 FACILITY MAINTENANCE OPERATING BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF \$25,000 FOR THE EMERGENCY GENERATOR RENTAL AT FIRE STATION 107, OFFSET BY A REDUCTION IN THE GENERAL FUND; AND APPROVE A CHANGE ORDER TO THE PURCHASE ORDER WITH VALLEY POWER SYSTEMS, INC. FOR THE EMERGENCY GENERATOR RENTAL AT FIRE STATION 107 IN THE AMOUNT OF \$25,000

**CEQA: Not a Project**

**Recommendation: Adopt and Approve**

**SUMMARY**

During the January 2025 Windstorm event, several components of the emergency generator at Fire Station 107 were damaged due to widespread power surges in the area. After thorough troubleshooting, it was determined that immediate repairs were not feasible. As a result, the Public Works Services Department ("PWSD") opened a Fiscal Year 2024-25 Emergency Purchase Order with Valley Power Systems, Inc. for the rental of an emergency generator for Fire Station 107. Due to the equipment being needed for longer than anticipated, the PWSD subsequently opened a Fiscal Year 2025-26 Purchase Order with Valley Power Systems, Inc. to continue renting the emergency generator. The total cost of the Fiscal Year 2025-26 generator rental is estimated to exceed the Purchase Order amount by \$25,000. Since the total rental cost from Valley Power Systems, Inc. now exceeds \$30,000, the Change Order requires City Council approval.

## Change Order for Emergency Generator Rental

March 17, 2026

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It is recommended that the City Council adopt Resolution No. 7659 amending the Fiscal Year 2025-26 Facility Maintenance Operating Budget, authorizing a supplemental budget appropriation in the amount of \$25,000 for the emergency generator rental at Fire Station 107, offset by a reduction in the General Fund; and approve a Change Order to the Purchase Order with Valley Power Systems, Inc. for the emergency generator rental at Fire Station 107 in the amount of \$25,000.

### **BACKGROUND**

During the January 2025 Windstorm event, widespread power surges in the area damaged several components of the emergency generator at Fire Station 107, including the control board, transfer switch, and switchgear. After thorough troubleshooting, it was determined that immediate repairs were not feasible. As a result, the PWSD opened an Emergency Purchase Order for Fiscal Year 2024-25 with Valley Power Systems, Inc. for the rental of an emergency generator for Fire Station 107. Valley Power Systems, Inc. promptly supplied the requested emergency generator and connection to Fire Station 107, providing reliable backup power and ensuring readiness for any additional outages. The rental cost for the emergency generator for Fiscal Year 2024-25 totaled \$35,439.70.

Further evaluation of the damaged emergency generator revealed that many of the unit's replacement parts are obsolete, making it necessary to purchase a new emergency generator. On October 7, 2025, the City Council approved the purchase of a new emergency generator for Fire Station 107. The new emergency generator will be a Cummins 80-kilowatt diesel unit that will provide adequate and reliable backup power to Fire Station 107. In addition, the new generator will operate with significantly reduced noise levels and will deliver improved fuel efficiency, consuming less diesel while maintaining optimal performance.

Until the new generator is fully built and installed, the rented generator remains necessary to ensure uninterrupted backup power is available to Fire Station 107. Accordingly, the PWSD opened a Purchase Order for Fiscal Year 2025-26 with Valley Power Systems, Inc. to continue rental services. Installation of the new emergency generator is anticipated to be completed in April 2026. Therefore, the temporary unit is needed at Fire Station 107 through the end of April 2026.

## **DISCUSSION**

Due to the rental emergency generator being needed for longer than anticipated, the Fiscal Year 2025-26 Purchase Order of \$29,999 is insufficient to cover the generator rental costs through April 2026. The rented emergency generator needs to remain in place until a new emergency generator is built and installed. The rented equipment has been essential in ensuring uninterrupted power is maintained in the event of outages.

The rental unit enables critical systems, such as emergency communications, dispatch equipment, lighting, bay door operations, and life-safety systems, to remain fully functional, even when the main power supply is down. The additional rental services that will be provided by Valley Power Systems, Inc. total \$25,000, requiring an increase to the Fiscal Year 2025-26 Purchase Order. Since the City Manager's signature authority is limited to \$30,000, City Council authorization is now required to increase the Purchase Order.

## **ENVIRONMENTAL ANALYSIS**

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

## **FISCAL IMPACT**

The temporary emergency generator has been needed longer than anticipated while the new permanent unit is being built and installed. The additional rental costs required through April 2026 were not included in the Fiscal Year 2025-26 Facility Maintenance Operating Budget. As a result, an appropriation of \$25,000 from the General Fund is being requested and will be placed into the Facility Maintenance Operating Budget to pay for this expense. With the original Purchase Order for \$29,999, and the requested \$25,000 Change Order, the FY2025-26 Purchase Order now totals \$54,999 for the emergency generator rental. Sufficient funds are available in the General Fund to cover this request.

Change Order for Emergency Generator Rental

March 17, 2026

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**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); adopt Resolution No. 7659 amending the Fiscal Year 2025-26 Facility Maintenance Operating Budget, authorizing a supplemental budget appropriation in the amount of \$25,000 for the emergency generator rental at Fire Station 107, offset by a reduction in the General Fund; and approve a Change Order to the Purchase Order with Valley Power Systems, Inc. for the emergency generator rental at Fire Station 107 in the amount of \$25,000.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Resolution No. 7659

RESOLUTION NO. 7659

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2025-26 FACILITY MAINTENANCE OPERATING BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF \$25,000 FOR THE EMERGENCY GENERATOR RENTAL AT FIRE STATION 107, OFFSET BY A REDUCTION IN THE GENERAL FUND

WHEREAS, the emergency generator at Fire Station 107 failed to supply backup power during the January 2025 Windstorm Event and was damaged due to widespread power surges; and

WHEREAS, a temporary rental emergency generator has been installed by Valley Power Systems, Inc. since the existing equipment failed; and

WHEREAS, the temporary emergency generator has been needed longer than anticipated while the new permanent emergency generator is being built and installed; and

WHEREAS, the total cost for the rental of the temporary emergency generator through April 2026 will exceed the Fiscal Year 2025-26 Purchase Order with Valley Power Systems, Inc by \$25,000; and

WHEREAS, the additional rental costs through April 2026 were not included in the Fiscal Year 2025-26 Facility Maintenance Operating Budget; and

WHEREAS, the additional rental costs will exceed the Purchase Order with Valley Power Systems, Inc by \$25,000, and a supplemental budget appropriation in

this amount is necessary to cover the rental expenses for the emergency generator at Fire Station 107, offset by a reduction in the General Fund.

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

SECTION 1. The sum of twenty-five thousand (\$25,000) is hereby appropriated, to the Fiscal Year 2025-26 Facility Maintenance Operating Budget for the purposes of funding the Change Order to the Purchase Order with Valley Power Systems, Inc for the emergency generator rental at Fire Station 107.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 17th day of March, 2026.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Michael J. Maurer  
City Attorney



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**DEVELOPMENT SERVICES DEPARTMENT**

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Lisa L. Flores, Interim Development Services Director  
By: Fiona Graham, Planning Services Manager  
Jeramie Brogan, Senior Management Analyst

**SUBJECT:** APPROVAL OF THE 2025 GENERAL PLAN AND HOUSING ELEMENT  
ANNUAL PROGRESS REPORTS  
**CEQA: Not a Project**  
**Recommendation: Receive and File**

**SUMMARY**

California Government Code Section 65400 requires cities and counties to submit an annual report on the jurisdiction’s progress in implementing the General Plan, including the Housing Element. The progress report tracks implementation of policies, programs, and goals outlined in the General Plan, and must be submitted to the Governor's Office of Land Use and Climate Innovation (“LCI”) and the Department of Housing and Community Development (“HCD”) by April 1 of each year. The Annual Report is strictly a reporting document and does not create or modify any of the City goals or policies found within the General Plan.

It is recommended that the City Council receive and file the 2025 Annual Report prior to submission to the Governor's Office of Land Use and Climate Innovation (“LCI”) and the California Department of Housing and Community Development (“HCD”).

**BACKGROUND**

The General Plan is a comprehensive, long-term plan for development of the City by establishing the community’s vision for land use, housing, transportation, environmental conservation, economic development, and public services. Required by State law, it provides policy directions to guide decision making and ensure orderly, sustainable development.

Arcadia's General Plan was comprehensively updated in November 2010, and several elements have been revised periodically since then, as required by State law. The City's General Plan includes the eight required elements, as well as one optional element, the Economic Development Element. The elements are:

1. Land Use and Community Design
2. Economic Development
3. Circulation and Infrastructure
4. Housing
5. Resource Sustainability
6. Parks, Recreation, and Community Resources
7. Noise
8. Safety
9. Environmental Justice

The Housing Element is one of the State-mandated elements. Unlike the other elements of the General Plan, it must be updated every eight (8) years in accordance with State law. Arcadia is currently in the 6<sup>th</sup> Housing Element Cycle, covering the period from 2021 to 2029.

In addition to periodic updates, California cities and counties are required to prepare and submit annual progress reports on Housing Element implementation, including housing production, to demonstrate ongoing compliance with State law. The City completes this report each year and submits it to the California Department of Housing and Community Development ("HCD"), as required.

Until a recent change in State law, charter cities were not required to report annually on implementation of the remaining General Plan elements. Accordingly, this document represents the City's first comprehensive General Plan Annual Progress Report.

## **DISCUSSION**

The purpose of the Annual Report is to describe how the policies in the General Plan are implemented through various tools, including the Development Code, Capital Improvement Program ("CIP"), master plans, housing programs, and operational plans.

The General Plan provides an overview of activity related to the General Plan during 2025, identifies recent updates and amendments, and highlights areas where future planning efforts may be necessary to maintain compliance with State law. The Housing Annual Report provides similar information specific to housing programs and requirements.

The General Plan Implementation Plan includes 162 implementation measures. Each program directly supports one or more General Plan policies within the Elements. These measures consist of procedures, programs, or techniques requiring City action, either independently or in coordination with non-City organizations and county, state, or federal agencies.

Some measures reflect ongoing administrative processes currently carried out by the City, while others establish new programs or projects. Implementation of these measures is subject to funding availability. The Implementation Plan should be updated whenever any of the goals and policies are amended to ensure continued consistency and effectiveness.

The Annual 2025 General Plan Report includes a brief update on the status of each action item, with a particular focus on how implementation occurred within the year 2025 – refer to Attachment No. 1. Because much of the General Plan dates to 2010, many of its implementation actions have already been completed or are currently underway. However, some implementation items still have outstanding actions, particularly in the recently amended elements.

The Annual Report also provides an opportunity to evaluate the effectiveness of the General Plan in continuing to meet the City's goals and objectives. It also includes information on recent General Plan Amendments ("GPAs"), including the Safety Element in 2024; the Land Use and Community Development Element update in 2022, with additional amendments in 2024; the Housing Element update in 2022; the Environmental Justice Element, adopted in 2024; and the Implementation Plan update in 2024.

### **Housing Element Annual Progress Report**

Cities are also required to report on annual housing production and their progress in implementing their Housing Element. The Annual 2025 Housing Element Annual Progress Report includes an update on the City's efforts and progress toward

fulfilling its Regional Housing Needs Allocation (“RHNA”) of 3,214 units under the 6<sup>th</sup> Housing Element Cycle – refer to Attachment No. 2. This is a requirement of State housing law and the California Department of Housing and Community Development (“HCD”).

In 2025, the City produced 154 housing units, all at the Above Moderate Income (i.e., market rate housing) level. Since the start of the 6<sup>th</sup> Housing Element cycle, the City has produced a total of 870 housing units, including 716 Above Moderate Income units, 26 Very Low Income units, and 154 units produced in 2025. The following table summarizes housing production to date and the City’s remaining RHNA obligations for the 6<sup>th</sup> Housing Element Cycle (2021–2029). In accordance with State reporting requirements, housing units are counted at the time building permits are issued. As such, the more than 1,000 additional units currently in the plan check or design review stages are not included in the figures below.

<b>Income Level</b>	<b>Housing Produced Oct. 2021 – Dec. 2025</b>	<b>Total Remaining RHNA</b>
Very Low	26	1,076
Low	0	570
Moderate	0	605
Above Moderate	870	67
<b>TOTAL</b>	<b>896</b>	<b>2,318</b>

The Housing Element includes 37 implementation actions within the Implementation Plan, 35 of which have been completed or are ongoing. Notable actions completed during the 6<sup>th</sup> Housing Element Cycle, to date, include the following:

**Implementation Plan Programs 5-7 to 5-13 – Citywide Rezones for the Housing Element Update (2024):** In 2024, the City Council approved Citywide rezones to implement Programs 5-7 to 5-13 of the Housing Element Implementation Plan. The Citywide Rezone project included changes to the City’s General Plan, Zoning Map, and Development Code to effectuate the zone changes, which increased allowable densities and provided the capacity for required affordable housing units throughout the City.

**Implementation Plan Program 5-16 – Updates to the City’s Density Bonus Ordinance (2024):** The City’s Density Bonus regulations were updated in 2024,

and the City will continue to update the Development Code to follow State Density Bonus law.

**Implementation Plan Program 5-19 – Inclusionary Housing Ordinance (2025):** The City Council adopted the first Inclusionary Housing Ordinance and In-Lieu Fee in 2025, requiring the provision of affordable housing units in certain residential projects. These regulations were in effect as of July 1, 2025, and are being implemented.

Among the 37 total implementation actions, the following two actions remain “Not Yet Started” or are currently “In Progress”:

**Implementation Program 5-14 – Develop a Specific Plan for the Arcadia Golf Course (Not Yet Started):** Although this strategy remains part of the City’s 6th Housing Element Cycle, it has not progressed along the originally anticipated timeline. The rezonings approved in February 2024 have already exceeded the City’s initial housing production targets. Any future housing development on the site would be subject to the City’s standard development review procedures and CEQA analysis. The site has completed the required Surplus Lands Act process, and the City has agreed to HCD’s requirement that any future residential project include a minimum of 15% affordable units.

**Implementation Program 5-17 – ADU and JADU Incentive and Monitoring Program (In Progress):** Accessory Dwelling Unit (“ADU”) and Junior Accessory Dwelling Unit (“JADU”) projects are tracked annually by the City. The City created a Pre-Approved ADU program to incentivize ADU production. Within this Housing Cycle, the City is exploring options for other incentives.

Collectively, these efforts have increased allowable residential densities, incentivized housing production, and strengthened affordable housing requirements, thereby advancing the goals of the Housing Element and supporting the City’s ability to meet its RHNA.

## **ENVIRONMENTAL ANALYSIS**

The General Plan and Housing Element Annual Progress Report is a reporting document prepared for informational purposes only. It does not involve any discretionary action, does not authorize or approve any specific project or

development, and will not result in direct or indirect physical changes in the environment.

Accordingly, pursuant to CEQA Guidelines Section 15061(b)(3), it can be seen with certainty that there is no possibility the Annual Progress Report may have a significant effect on the environment. Therefore, the Annual Progress Report is not a "project" subject to the California Environmental Quality Act ("CEQA").

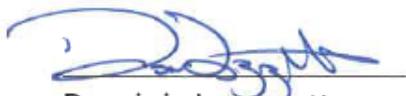
### **FISCAL IMPACT**

There is no direct fiscal impact associated with City Council consideration of the General Plan and Housing Element Annual Progress Report.

### **RECOMMENDATION**

It is recommended that the City Council determine this action is not a project under the California Environmental Quality Act ("CEQA"); and receive and file the 2025 Annual Report prior to submission to the Governor's Office of Land Use and Climate Innovation ("LCI") and the California Department of Housing and Community Development ("HCD").

Approved:



Dominic Lazzaretto  
City Manager

Attachment No. 1: General Plan 2025 Annual Report

Attachment No. 2: Housing Element 2025 Report

# Attachment No. 1

General Plan 2025 Annual Report

# CITY OF ARCADIA

2025

## GENERAL PLAN AND HOUSING ELEMENT ANNUAL PROGRESS REPORT



State law requires the City of Arcadia to submit a General Plan Annual Progress Report (APR) along with the Housing Element Annual Progress Report to the Governor's Office of Land Use and Climate Innovation (LCI) and to the Department of Housing and Community Development (HCD).

The report serves as a key tool for both City officials and the public to assess progress toward the City's goals and objectives. It provides a comprehensive evaluation of the effectiveness of the General Plan's programs and highlights the City's efforts to address housing needs.

The Arcadia City Council reviewed this report at its March 17, 2026, meeting and received and filed both reports.

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## INTRODUCTION

The 2025 General Plan Annual Progress Report (APR) provides an overview of the City's General Plan status, recent updates, and implementation activity, and supports the City's ongoing compliance with California Government Code Section 65400. The APR focuses on actions undertaken in 2025 but also includes information on programs that were completed in prior years.

Because the General Plan was adopted in 2010 as a 20+ year living document, many of the implementation actions have already been completed or carried out on an ongoing basis. However, some implementation items remain outstanding, particularly within the amended elements.

This report is informational in nature and serves as a tool for the City and public to assess progress towards the City's goals and objectives. It does not amend the General Plan, establish new policies, or approve development projects. Rather, it provides context regarding the City's General Plan framework, documents recent updates and amendments, and identifies areas where additional planning work may be required in response to new State law.

Government Code Section 65400 requires every city and county, including charter cities, to prepare an annual progress report on the status of the Housing Element, using standardized forms and definitions adopted by HCD. This APR must be submitted to HCD and LCI by April 1 each year to ensure accountability and compliance with state planning goals.

The City General Plan can be found at: [www.ArcadiaCA.gov/generalplan](http://www.ArcadiaCA.gov/generalplan). The City's Housing Element and all housing efforts can be found at [www.ArcadiaCA.gov/housing](http://www.ArcadiaCA.gov/housing).

## ARCADIA GENERAL PLAN

The City's General Plan serves as the City's long range policy framework for land use, development, infrastructure, public services, environmental stewardship, and community health and safety.

The current General Plan was comprehensively updated and adopted in 2010 following a citywide planning process and environmental review. The General Plan is organized into the following elements:

- Land Use and Community Design
- Economic Development
- Circulation and Infrastructure
- Housing
- Resource Sustainability
- Parks, Recreation, and Community Resources
- Noise
- Safety
- Environmental Justice

The elements establish goals, policies, and implementation programs intended to guide growth and development over a long-term planning horizon within the City. The General Plan Implementation Plan includes 162 implementation measures. Each program directly supports one or more General Plan policies within the Elements. These measures consist of programs, or improvements, or policy implementation requiring City action, either independently or in coordination with non-City organizations and county, state, or federal agencies.

Some measures reflect ongoing administrative processes currently carried out by the City, while others establish new programs or projects. Implementation of these measures is subject to funding availability.

Since adoption, the General Plan has functioned as a stable policy framework, with updates occurring on an as-needed basis to respond to changes in State law, local conditions, and specific development projects. Rather than undertaking frequent comprehensive revisions, the City has relied on targeted General Plan amendments and element updates to maintain legal compliance while ensuring it remains internally consistent.

State law has increasingly shaped the timing and scope of General Plan updates, particularly with respect to the Housing Element, Safety Element, and Environmental Justice requirements. As a result, recent General Plan work amendments have focused on discrete updates necessary to comply with new statutory mandates, or to accommodate specific projects consistent with the City's long-term planning objectives.

The following sections of this report describe more recent General Plan updates, required future updates, and how the City continues to implement the General Plan through planning activities and development review.

## RECENT AND REQUIRED UPDATES

This section summarizes recent updates to the City's General Plan undertaken to ensure compliance with state law and respond to local planning objectives, as well as anticipated future updates required by new or emerging statutory requirements. Collectively, these updates reflect the City's ongoing effort to maintain a General Plan that is current, legally compliant, and responsive to evolving conditions.

### RECENT GENERAL PLAN UPDATES

#### ***Safety Element Update***

The City most recently updated the Safety Element to ensure compliance with all applicable state law requirements in effect as of the end of 2024. The update addressed hazard planning requirements, emergency preparedness, and evacuation requirements consistent with current State mandates. The Safety Element was determined to be compliant with State law at the time of its adoption. No additional Safety Element amendments were required during the 2025 reporting period.

#### ***Environmental Justice (EJ) Element***

In response to State environmental justice requirements, the City adopted an Environmental Justice (EJ) Element, which was incorporated into the General Plan in late 2024. The EJ Element establishes goals and policies intended to promote equitable access to housing, public services, infrastructure, and environmental benefits, and to avoid or reduce disproportionate health and environmental impacts.

The adoption of an EJ Element represents a recent and significant update to the General Plan and fulfills the City's obligation to address environmental justice considerations as a distinct planning topic.

#### ***Housing Element***

The Housing Element was adopted in 2022 as part of the Sixth Cycle Housing Element (2021–2029) and was certified by the California Department of Housing and Community Development (HCD) in February 2024. The Housing Element update addressed the City's assigned Regional Housing Needs Allocation (RHNA), updated housing policies and programs, and established a sites inventory intended to facilitate housing production across a range of income levels. The Housing Element is discussed later in this Annual Report.

### ***Land Use and Community Design Element – Implementing the Housing Element***

Following HCD certification, the Housing Element has been implemented by updating the City’s Development Code, rezoning various areas throughout the City, and ongoing monitoring of housing production and program effectiveness. To ensure consistency, the Land Use Element was updated in early 2024 to reflect the changes to zoning and densities throughout the City.

### ***Developer Led General Plan Amendments***

#### *The Derby Mixed-Use Project*

In early 2024, the City approved a General Plan Amendment associated with The Derby Mixed-Use Project to update the applicable land use designation to facilitate the project. This amendment was adopted to ensure consistency between the General Plan Land Use and Community Design Element and the necessary zone change. This General Plan Amendment was consistent with the approved Housing Element. The City had already planned to rezone the property and change the land use designation as part of broader efforts in the Downtown to implement the Housing Element. However, due to timing reasons, the Applicant chose to move ahead in advance of the City’s rezoning. The surrounding area has since been rezoned and the land use designation changed for consistency.

### **REQUIRED AND ANTICIPATED GENERAL PLAN UPDATES**

While several key General Plan Elements have been updated in recent years, new State legislation has introduced additional requirements that will necessitate future General Plan amendments.

In particular, recent legislation related to conservation, open space, and habitat connectivity will likely require the City to review and potentially update the General Plan in compliance with Assembly Bill (AB) 1889 and Senate Bill (SB) 1425. The City will consider any required updates at the appropriate time.

Additional future updates may also be required in response to evolving State mandates. The City will continue to monitor State legislation and guidance from the LCI to ensure timely and accurate compliance.

## **FORWARD PLANNING PRIORITIES**

Looking ahead, the City's forward planning priorities related to the General Plan include:

- Monitoring State mandated updates to the General Plan.
- Continuing implementation and monitoring of the certified Housing Element, including progress toward RHNA.
- Maintaining consistency between General Plan policies and the City's Development Code.
- Evaluating the need for targeted General Plan amendments in response to major development proposals, as warranted.

These priorities will help guide future planning work and ensure that the General Plan remains an effective and legally compliant framework for decision making.

## HOUSING ELEMENT UPDATE

### HOUSING ELEMENT CYCLE AND STATUS

The City's Housing Element was approved by the City Council on November 1, 2022, and subsequently certified by the California Department of Housing and Community Development (HCD) on February 9, 2024. The adopted Housing Element addresses the City's housing needs for the current planning cycle and identifies policies, programs, and sites to accommodate housing across a range of income levels. The City is now focused on implementation and ongoing monitoring to ensure continued compliance with State housing law.

### 2025 HOUSING PRODUCTION

The City is required to prepare a detailed annual overview of all housing applications, entitlements, and production each year. The Annual Progress Report (APR) template is provided by HCD and, after completion, is uploaded to the State's APR portal. The Housing Element APR was taken before the City Council at the March 17, 2026 meeting.

In 2025, the City produced 154 housing units, all at the above moderate income level.

### PROGRESS ON THE REGIONAL HOUSING NEEDS ALLOCATION (RHNA)

The City has a 2021-2029 RHNA allocation of 3,214 units, to be provided across four income levels as outlined in the table, below:

<b>6<sup>th</sup> Housing Cycle (2021-2029)</b>		
<b>Income Category</b>	<b>Number of Units</b>	<b>Percentage</b>
Very Low Income Units	1,102	34%
Low Income Units	570	18%
Moderate Income Units	605	19%
Above-Moderate Income Units	937	29%
<b>Total</b>	<b>3,214</b>	<b>100%</b>

Throughout the 6<sup>th</sup> Housing Cycle, including the housing produced in 2025, the City has produced a total of 896 units, 26 of which are at the Very Low Income level. No Low or Moderate Income units have been produced as of December 31, 2025. The table below provides an overview of housing production during the 6<sup>th</sup> Housing Cycle through to December 31, 2025.

<b>Income Category</b>	<b>2021 (partial)</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>TOTAL to-date</b>	<b>Production Remaining</b>
Very Low Income Units	0	0	0	26	0	26	1,076
Low Income Units	0	0	0	0	0	0	570
Moderate Income Units	0	0	0	0	0	0	605
Above-Moderate Income Units	51	131	123	411	154	870	67
<b>Total</b>	<b>51</b>	<b>131</b>	<b>123</b>	<b>437</b>	<b>154</b>	<b>896</b>	<b>2,318</b>

### HOUSING ELEMENT IMPLEMENTATION SUMMARY

The Housing Element includes 37 implementation actions within the Implementation Plan, 35 of which have been completed or are ongoing. Notable actions completed during the 6<sup>th</sup> Housing Element cycle, to date, include the following:

- Implementation Plan Programs 5-7 to 5-13 – Citywide Rezones for the Housing Element Update (2024):** In 2024, the City Council approved Citywide rezones to implement Programs 5-7 to 5-13 of the Housing Element Implementation Plan. The Citywide Rezone project included changes to the City’s General Plan, Zoning Map, and Development Code to effectuate the zone changes, which increased allowable densities and provided the capacity for required affordable housing units throughout the City.
- Implementation Plan Program 5-16 – Updates to the City’s Density Bonus Ordinance (2024):** The City’s Density Bonus regulations were updated in 2024 and the City will continue to update the Development Code to follow State Density Bonus law.
- Implementation Plan Program 5-19– Inclusionary Housing Ordinance (2025):** The City Council adopted the first Inclusionary Housing Ordinance and In-Lieu Fee in 2025, requiring the provision of affordable housing units in certain residential projects. These regulations were in effect as of July 1, 2025, and are being implemented.

Of the 37 total implementation actions, two (2) remain “Not Yet Started” or “In Progress.”

Collectively, these efforts have increased allowable residential densities, incentivized housing production, and strengthened affordable housing requirements, thereby advancing the goals of the Housing Element and supporting the City’s ability to meet its RHNA. An overview of the implementation status of each action is provided in the table, below.

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
<b>5-1. Home Rehabilitation</b>	Engage in outreach on a quarterly basis that will begin after the Housing Element Adoption; Ongoing provision of assistance; annual allocation of funding	Ongoing The CDBG-funded Home Improvement Program continues to be implemented. Qualifying applicants are approved in accordance with HUD requirements. In 2025, no applications were completed. The maximum grant amount is \$25,000 for Single Family Residences and \$20,000 for Multi-family units. The program is advertised on the City website ( <a href="http://www.ArcadiaCA.gov/HIP">www.ArcadiaCA.gov/HIP</a> ). Program brochures are available at Arcadia City Hall and provided to eligible property owners in need of home rehabilitation.
<b>5-2. Code Enforcement</b>	Begin outreach within 3 months of Housing Element adoption; Conduct outreach on an ongoing quarterly basis	Ongoing Code Enforcement continues to work with owners to rectify violations. The CDBG Home Improvement Program is available for any qualifying applicants and referrals from the Code Enforcement Division are provided on an as-needed basis. In addition, the City maintains and promotes a residential Unoccupied Residence Registration program which establishes regulations and registration requirements for unoccupied residences in the City.
<b>5-3. Residential Design Guidelines</b>	Standards have been approved as of August 2022 and the new standards will be implemented over the next six (6) months.	Completed The Residential Design Guidelines were approved in 2019. They are available on the City's website at <a href="http://www.ArcadiaCA.gov/designguidelines">www.ArcadiaCA.gov/designguidelines</a> . Applicants and members of the public are made aware of them as part of any inquiries or applications for development. The Objective

		Design Standards were adopted in 2022 and are being implemented for applicable projects. (Ordinance No. 2390).
<b>5-4. Preservation of At-Risk Units</b>	Ongoing; annually monitor status of at-risk units; immediately notify property owners with expiring subsidies	Ongoing The City, within its capacity, continues to monitor Naomi Gardens, which provides 100 units affordable to very low- and low-income elderly mobility impaired households, on annual basis by maintaining contact with the property owner and HUD Multifamily Housing division to ensure continued funding through the Section 8 program. The City also has two other affordable housing developments - Campus Commons and Heritage Park - which are monitored to ensure affordable housing continues to be provided. These properties are not considered at risk of conversion to market-rate housing.
<b>5-5. Preservation of Middle-Income Housing Through New Housing Providers</b>	MOU with Middle-Income Housing Providers Entered, Annual Review	Completed The City Council adopted resolutions to join two Housing Authorities, CalCHA and CSCDACIA. These authorities create middle income multifamily housing through the issuance of tax-exempt bonds to acquire existing apartment buildings. The acquired units are then converted to rent restricted housing for middle-income households earning no greater than 120% of the Area Median Income (AMI) with rent capped at no greater than 35% AMI.
<b>5-6. Residential Sites Inventory</b>	Ongoing monitoring; Update annually	Ongoing The Sites Inventory was updated as a part of the 6th Cycle Housing Element Update. The City continues to monitor the Sites Inventory to ensure that the City has adequate remaining capacity to meet the RNHA. The Sites Inventory is available at <a href="http://www.ArcadiaCA.gov/Housing">www.ArcadiaCA.gov/Housing</a> and is provided to interested developers upon request.

<b>5-7. Expansion of the Downtown Mixed-Use Area to Permit Residential Uses</b>	Within 36 months of adoption of the 6th Cycle Housing Element	Completed The rezones for the Downtown Mixed-Use Expansion were approved by the Arcadia City Council in February 2024.
<b>5-8. Establish an Overlay in the Downtown Mixed-Use Area to Permit Residential Uses</b>	Within 36 months of adoption of the 6th Cycle Housing Element	Completed The rezones for the Downtown Mixed-Use Overlay were approved by the Arcadia City Council in February 2024.
<b>5-9. Increase the Residential Density of the Mixed Use Zone</b>	Within 36 months of adoption of the 6th Cycle Housing Element	Completed The rezones for the residential density increase in the Mixed Use (MU) Zone were approved by the Arcadia City Council in February 2024.
<b>5-10. Expand and Update the Residential Flex Overlay in the Las Tunas Corridor</b>	Within 36 months of adoption of the 6th Cycle Housing Element	Completed The rezones for the Residential Flex Overlay were approved by the Arcadia City Council in February 2024.
<b>5-11. Expand and Update the Residential Flex Overlay in the Live Oak Corridor</b>	Within 36 months of adoption of the 6th Cycle Housing Element	Completed The rezones for the Residential Flex Overlay were approved by the Arcadia City Council in February 2024.
<b>5-12. Establish an Overlay to Permit Residential Uses in the Commercial General Zone</b>	With 36 months of adoption of the 6th Cycle Housing Element	Completed The rezones for the Residential Flex Overlay Zone were approved by the Arcadia City Council in February 2024.
<b>5-13. Increase the Density of the R-3 Zone</b>	Within 36 months of adoption of the 6th Cycle Housing Element	Completed The rezones for the residential density increase in the Multi-Family Residential (R3) zone were approved by the Arcadia City

		Council in February 2024.
<b>5-14. Develop a Specific Plan for the Arcadia Golf Course</b>	Initiate Specific Plan in 2023; anticipates the development of units on the site in 2025.	Not yet started Although this strategy remains part of the City's 6 <sup>th</sup> Housing Element Cycle, it has not progressed along the originally anticipated timeline. As previously noted, the rezonings approved in February 2024 exceed the City's initial housing production targets. Any future housing development would be subject to the City's standard development review procedures and CEQA analysis. The site has completed the required Surplus Lands Act process. In addition, the City has agreed to HCD's requirement that any future residential project include a minimum of 15% affordable units.
<b>5-15. Encourage Development of Sites Listed in Inventory</b>	Ongoing, Within 12 months of adoption of the Housing Element	Ongoing The Sites Inventory has been made available to developers and the public on the City's Housing webpage: <a href="http://www.ArcadiaCA.gov/Housing">www.ArcadiaCA.gov/Housing</a> . Text amendments were adopted in 2024 which include incentives for affordable housing.
<b>5-16. Housing Density Bonus</b>	Update Municipal Code within 12 months of adoption of the Housing Element	Ongoing The Density Bonus regulations were updated in 2024, as part of Ordinance No. 2400, and the City will continue to update the Development Code to be in compliance with the Density Bonus law.
<b>5-17. ADU and JADU Incentive and Monitoring Program</b>	Analyze methods within 12 months of Housing Element adoption; Establish programs (such as fee waivers) within 24 months of Housing Element adoption	In Progress Accessory Dwelling Unit (ADU) and Junior ADU (JADU) projects are tracked annually by the City. The City created a Pre-Approved ADU program to incentivize ADU production. Within this Housing Cycle, the City is exploring options for other incentives.

<b>5-18. Candidate Sites Used in Prior Housing Element Planning Cycle</b>	Within 36 months of adoption of the 6th Cycle Housing Element	Completed Text amendments were approved by the City Council in February 2024.
<b>5-19. Inclusionary Housing Policy</b>	Adopt interim inclusionary policy within 9 months of Housing Element adoption and finalize the Ordinance for adoption within 36 months of the Housing Element	Completed The Inclusionary Housing Ordinance No. 2402 and In-Lieu Fee Resolution No. 7612 were approved by the City Council in April 2025 and were in effect beginning July 1, 2025.
<b>5-20. Lot Consolidation Incentives</b>	Update fee schedule within 12 months of adoption of the Housing Element; Determine and implement additional incentives within 12 months of adoption of the Housing Element	Completed The City has existing provisions for multi-family lot consolidation incentives, such as fee waivers, expedited review processes, and other incentives to accommodate new housing.
<b>5-21. Preservation of Rental Opportunities</b>	Ongoing	Ongoing The City complies with the State requirements related to replacement of housing units, generally, and affordable housing for lower income households. The Planning Division verifies if replacement housing is necessary before a project is approved and demolished.

<p><b>5-22. Replacement Unit Program</b></p>	<p>Program will be implemented immediately and applied as applications on identified sites are received and processed. Local policy shall be adopted within 12 months of Housing Element adoption</p>	<p>Completed                  The City complies with the State requirements related to replacement of housing units, generally, and affordable housing for lower income households. In 2025, a SB330 Unit Replacement and Relocation Affidavit Form was created and is being implemented to ensure that there would be no loss of existing affordable housing units.</p>
<p><b>5-23. Public Information about Affordable Housing</b></p>	<p>Ongoing; Review brochure annually; Update brochure on an as-needed basis, Outreach conducted annually</p>	<p>Ongoing                  The City has created a detailed website, <a href="http://www.ArcadiaCA.gov/Housing">www.ArcadiaCA.gov/Housing</a>, which is updated as new information becomes available.</p>
<p><b>5-24. Employee Housing, Emergency Shelters, Transitional, and Supportive Housing</b></p>	<p>Adopt Code Amendments within 12 months of Housing Element adoption</p>	<p>Completed                  Text amendments were approved by the City Council in February 2024 to provide consistency with State law and included new regulations for employee housing.</p>
<p><b>5-25. Participation in the San Gabriel Valley Housing Trust</b></p>	<p>Ongoing, With 12 months of adoption of the Housing Element and annually thereafter.</p>	<p>Ongoing                  The City's membership with the San Gabriel Valley Regional Housing Trust is current and communication between the City and the Trust regarding affordable housing opportunities is ongoing.</p>
<p><b>5-26. SB 35 Streamlining</b></p>	<p>Within 12 months of adoption of the 6th Cycle Housing Element</p>	<p>Completed                  The City created an application form and checklist for SB35, which can be found at <a href="http://www.ArcadiaCA.gov/ApplicationsandForms">www.ArcadiaCA.gov/ApplicationsandForms</a>. Objective Design Standards, applicable for SB 35 projects, were adopted by the City in</p>

		September 2022.
<b>5-27. Section 8 Housing Choice Voucher Program</b>	Ongoing, Implementation within 12 months of adoption of the Housing Element; The City will disseminate information about Section 8 and promote public participation on an annual basis	Ongoing The City continues to participate in the Section 8 Housing Choice Voucher program through the Los Angeles County Housing Authority. The City does not provide specific information about the Section 8 program, but forwards inquiries to the Los Angeles County Housing Authority who administers the program. Information on the Section 8 Housing Choice Voucher program is available on the City's Affordable Housing website.
<b>5-28. Affordable Housing for Families and Persons with Special Needs</b>	Update Municipal Code within 12 months of Housing Element adoption; identify and implement incentives for senior housing and services within 12 months of Housing Element adoption	Completed Text amendments were approved by the City Council in February 2024 under Ordinance No. 2400.
<b>5-29. Homeless Program Assistance</b>	Disseminate information on a quarterly basis through City newsletters, host two workshops annually.	Ongoing The City's Recreation Department coordinates homeless outreach with assistance from Los Angeles Centers for Drug and Alcohol Abuse (L.A. CADA). Since 2022, the City has contracted with L.A. CADA for homeless case management and housing navigation services. Arcadia funds three full-time case managers that assist with street outreach, mental health support, substance abuse services, benefit services, essential resource distribution, rental

		assistance (application fees & security deposits), reunification services, housing placement, and more.
<b>5-30. Housing Sustainability</b>	Marketing and promotion of sustainability programs and codes is already occurring and will continue to be ongoing	Ongoing Through the development process, the City continues to enforce City building codes and ordinances, including Green building codes, construction recycling, water efficiency and sustainable Arcadia education program to enhance energy efficiency in residential construction and maintenance. The City adopted the 2025 California Building Code that went into effect January 1, 2026.
<b>5-31. Fair Housing</b>	Implement programs on an ongoing basis, beginning within 12-24 months of adoption	Ongoing The City contracts with the Housing Rights Center (HRC) to provide fair housing services to residents. City also provides information on fair housing and the services provided by the HRC in the City newsletter, social media, and print publications. As part of Arcadia's current contract, the HRC may host an annual workshop for Arcadia residents. Information on fair housing is also available on the City's Housing Assistance webpage: <a href="http://www.ArcadiaCA.gov/Housinghelp">www.ArcadiaCA.gov/Housinghelp</a> .
<b>5-32. Fair Housing Assistance</b>	Ongoing	Ongoing The City contracts with the Housing Rights Center (HRC) to provide fair housing services to residents, and the City promotes the HRC's services through newsletter articles, the City's Housing Assistance webpage, social media, and information is provided in response to

		inquiries in-person and over the phone. In 2025, the HRC hosted a virtual workshop for Arcadia tenants and landlords, which included fair housing information. There were a total of 27 participants.
<b>5-33. Supportive Housing/Low Barrier Navigation Centers</b>	Adopt Code Amendments within 24 months of Housing Element adoption	Completed Text amendments were approved by the City Council in February 2024 to provide consistency with State law.
<b>5-34. Mitigating Constraints to Housing Choice for Persons with Disabilities</b>	Adopt Code Amendments within 12 months of Housing Element adoption	Completed Text amendments were approved by the City Council in February 2024 under Ordinance No. 2400.
<b>5-35. Mitigating Constraints for the Development of Affordable Housing Projects</b>	Evaluate program features within 24 months; adopt procedures within 36 months of Housing Element adoption; annually monitor and evaluate development standards and fees within the City	Completed The City updated and expanded the Residential Flex (RF) Overlay to facilitate by-right residential development on designated sites when a minimum of 20% of units are affordable to lower-income households. Projects meeting this affordability threshold qualify for incentives and concessions under State Density Bonus Law, including reduced parking requirements.
<b>5-36. Water and Sewer Providers</b>	Transmit document immediately upon adoption of future amendment	Completed The City's Public Works Department provides water and sewer services throughout the City. According to the 2020 Urban Water Management Plan, because the HE is a Statewide planning efforts, the increased water demands and supply will be increased as a result. Notwithstanding, all future housing development facilitated by the HEU would be subject to environmental review under CEQA, the City's development review process, and

		<p>required to adhere to General Plan policies and Arcadia Code regulations. As for the sewer, the City will ensure adequate capacity for the projected demand.</p>
<p><b>5-37. Mobilehomes and Manufactured Homes</b></p>	<p>Adopt Code Amendments within 24 months of Housing Element adoption</p>	<p>Completed Ordinance No. 2401, which included an amendment to the Development Code to permit manufactured homes in specific residential zones was adopted in April 2025.</p>

## OVERVIEW OF GENERAL PLAN ELEMENTS AND IMPLEMENTATION

The General Plan contains eight additional elements. An update on implementation items for each element is provided, below.

### LAND USE AND COMMUNITY DESIGN ELEMENT

The Land Use and Community Design Element establish the overall framework for development patterns, land use distribution, and growth management within the City. It identifies land use designations and density requirements for residential, commercial, mixed-use, institutional, and public uses, and serves as the foundation for zoning regulations and entitlement decisions.

Action / Program	Timing	Comments and Status
<b>2-1. Public Involvement in Planning Decision</b>	Ongoing	Ongoing During the reporting period, the City continued to provide multiple forums for public information and discussion of local issues through its well-established communication platforms. These outreach efforts include the Hot Sheet newsletter that is mailed to over 11,000 water and sewer customers with their monthly bill, which highlights community news, events, and city updates; a comprehensive City newsletter that is emailed to over 20,000 monthly subscribers and includes articles on City Council actions, public meetings, development projects, and local programs; the City's redesigned website that highlights news, calendars, and project information in a clear and intuitive manner; and active social media channels that include Facebook, Instagram, Next Door, WeChat, and YouTube, which share timely information and engage residents online. These tools collectively support public awareness of City programs, services, development activity, and community events. The City also continued to encourage early and informal communication between developers and affected residents for larger development projects, including outreach to neighborhood groups where appropriate, to facilitate information sharing and

Action / Program	Timing	Comments and Status
		opportunities for public input in the project review process. Certain development projects with broad community interest have been live streamed and recorded for greater visibility and access.
<b>2-2. Comprehensive Update of Zoning Regulations</b>	To be adopted in conjunction with the General Plan	Completed This action item has been completed prior to 2025. The City comprehensively updated its zoning regulations in the Development Code (Article IX, Chapter 2 of the Municipal Code) following adoption of the General Plan to address consistency between zoning standards and General Plan land use designations. These updates included the establishment of zoning districts to implement the Mixed Use (MU) and Downtown Mixed Use (DMU) designations, amendments to the R-3 Zone to align allowable residential densities with the High Density Residential (HDR) designation, adoption of updated floor area ratio (FAR) standards in key commercial and mixed-use areas, revisions to parking standards, and modifications to implement Housing Element policies related to transitional and supportive housing and emergency shelters. The City also evaluated allowable uses within industrial zones to better reflect General Plan policies. Subsequent zoning amendments have been adopted to implement the City's 6 <sup>th</sup> Cycle Housing Element, consistent with state law, and to further support housing production and regulatory compliance. Accordingly, this action item is considered fully implemented.
<b>2-3. Annual Review of General Plan, Land Use Policy Map, and Environmental Indicators</b>	Ongoing	Ongoing During the reporting period, the City continued its annual review of General Plan implementation and the Land Use Map through preparation of the General Plan Annual Progress Report. While the General Plan originally noted that such review was discretionary due to the City's charter status, subsequent changes in state law now require annual reporting on General Plan and Housing Element implementation pursuant to Government Code Sections 65400 and 65401. Consistent with these requirements, the City coordinates with internal

Action / Program	Timing	Comments and Status
		<p>departments and applicable local agencies to identify proposed projects and reviews those projects for consistency with the General Plan, with findings reported to the City Council as part of the annual reporting process. This action item is considered ongoing and is implemented annually in compliance with state law.</p>
<p><b>2-4. Review and Adjust Fees</b></p>	<p>Ongoing</p>	<p>Ongoing                      The City annually reviews and adjusts fees charged for City services, use of public facilities, development review, and impacts from new development to ensure that fees remain aligned with current assumptions, service levels, and costs. Consistent with this policy, the City conducts annual updates to its fee schedules, including development-related and service fees, and adopts revisions as necessary through the City Council. These regular updates ensure continued cost recovery, transparency, and compliance with applicable state law. This action item is considered ongoing and is implemented on an annual basis.</p>
<p><b>2-5. Downtown Planning Efforts</b></p>	<p>Short Term (1-5 years); new development standards and parking requirements to implement the new mixed use designations will be adopted in conjunction with adoption of the new General Plan (anticipated</p>	<p>Complete and Ongoing                      This action item was originally completed in 2010 with new development standards and parking requirements being adopted at that time. Since then, the City has undertaken various rezones, changes to Development Standards, and capital improvement efforts to support the Downtown and station area, as outlined below:</p> <ul style="list-style-type: none"> <li>• The City adopted the City Center Design Plan in 2018, which establishes detailed guidance for urban design, pedestrian orientation, public space, and streetscape improvements intended to strengthen Downtown identity and walkability. Zoning regulations were updated to implement the Central Business District (CBD) and Downtown Mixed Use (DMU) zones, allowing mixed-use development and development standards designed to fully integrate the station</li> </ul>

Action / Program	Timing	Comments and Status
	by the end of 2010).	<p>area with the broader Downtown.</p> <ul style="list-style-type: none"> <li>• Multimodal connectivity has been enhanced through pedestrian improvements along First Avenue, streetscape enhancements within Downtown, and the opening of a public transit plaza adjacent to the Metro station.</li> <li>• The A-Line pedestrian linkage improvement and the Downtown alley improvement projects were both completed in 2025.</li> <li>• The station area includes secure bicycle parking provided by Los Angeles County Metropolitan Transportation Authority (Metro) and is served by the Arcadia Transit system, Metro bus routes, and Foothill Transit, providing local and regional transit connections to major destinations such as Santa Anita Park and the regional shopping areas. A City-wide bicycle connect project was completed in 2021 which connected in and around Downtown.</li> <li>• The City implemented a Downtown Parking Overlay, supporting shared parking arrangements and more efficient parking management.</li> <li>• Coordinated signage, lighting, landscaping, and beautification efforts have been incorporated through public projects and development review.</li> <li>• In accordance with the recent name change of the A-Line, Metro has updated all its signage to reflect the new "A" name.</li> <li>• A Downtown Lighting and Streetscape Improvement project is underway which will provide uplighting to canopy trees and wraparound twinkle lighting on palm trees along Huntington Dr.</li> </ul> <p>Future projects include:</p> <ul style="list-style-type: none"> <li>• The Downtown parking lot improvement project is likely to be completed in 2027. The preliminary design preparation is in progress and will include EV chargers.</li> <li>• First Ave. rehabilitation project is to be completed 2026. It was designed in 2024 and</li> </ul>

Action / Program	Timing	Comments and Status
		updated in 2025. • New signage for the different alleys.
<b>2-6. Signage Plan</b>	Mid-Term (5-10 years)	Completed Prior to 2025, various signage updates have been completed. New signage includes street stenciling for Freeway badges, signage was updated at the corner of Huntington Drive at Colorado Place. The City also participates in the I-210 connected corridor project (with Caltrans) which is funded by Metro and includes installation of new signage. New brown historical/points of interest signage have been installed on the freeway. Typically, signage is updated on an as-needed basis.
<b>2-7. Design Review Process</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. The City continues to utilize its design review process to ensure that new development is compatible with the character, scale, and context of surrounding neighborhoods. Comprehensive design guidelines, most recently updated in 2019, are applied as part of this process to inform project review and decision-making.
<b>2-8. Mixed Use Design Guidelines</b>	New development standards will be adopted in conjunction with adoption of the new General Plan (anticipated by the end of 2010).	Completed This action item has been completed. The City adopted updated Mixed Use Design Guidelines in 2019 to guide the design and development of mixed-use projects throughout the City. The guidelines establish clear and objective standards addressing building massing, scale, site layout, architectural articulation, pedestrian orientation, open space, and compatibility with surrounding development. The adopted guidelines are used in the review of mixed-use projects to promote high-quality design, support vibrant and attractive development, and ensure consistency with the General Plan's land use and urban design goals. Accordingly, this action item is considered fully implemented and no changes were made in 2025.
<b>2-9.</b>	Ongoing;	Completed

Action / Program	Timing	Comments and Status
<b>Development of Parking Districts</b>	parking study to commence first quarter of 2011	Several parking districts were created prior to 2025 and are maintained by the Public Works Services Department.
<b>2-10. Baldwin Avenue Corridor Strategy</b>	Short-Term (1-5 years)	Ongoing Branding efforts along the corridor have been implemented through the installation of street banners that reinforce Baldwin Avenue’s identity and visibility. Recent streetscape improvements along Baldwin Avenue, completed in 2024/2025 included the removal and replacement of invasive ficus trees and the installation of new street furniture, including bicycle racks. These improvements enhance the corridor’s pedestrian environment, support multimodal access, and reinforce Baldwin Avenue’s role as a vibrant shopping and dining destination.
<b>2-11. Gateway Program</b>	Ongoing	Ongoing The City has incorporated gateway beautification elements such as enhanced signage, landscaping, and streetscape improvements through individual capital projects, corridor improvements, and development review, particularly along major entry corridors and Downtown areas. Gateway related design considerations have also been addressed through adopted planning and design documents, including zoning updates and area-specific design guidance, which influence the form and appearance of development on prominent sites.  Architectural design of development on gateway properties is addressed through the City’s Site Plan and Design Review process, which applies applicable design guidelines and standards to ensure compatibility with surrounding development and consistency with General Plan goals. Through this process, gateway properties are evaluated on a project-by-project basis, and appropriate architectural, site planning, and landscaping features are required where warranted.

Action / Program	Timing	Comments and Status
		<p>In August 2024, the City approved and supported gateway beautification through signage for a large neighborhood in the City; the Santa Anita Oaks Homeowners Association. Over a three-year period, this initiative results in the installation of 10 entryway signs in high-traffic areas of the neighborhood, providing a cohesive and appealing design for the neighborhood.</p> <p>In 2024, gateway signage was completed in conjunction with a neighboring jurisdiction - Temple City - to help direct travelers and denote the boundaries between the two cities. Arcadia and Temple City partnered on median beautification and pole sign installation project at the high-traffic intersection of Baldwin Avenue and Las Tunas Drive, which included eight service clubs that serve the respective cities.</p>
<p><b>2-12. Monitor Development in Neighboring Jurisdictions</b></p>	<p>Ongoing</p>	<p>Ongoing</p> <p>The City reviews land use planning efforts of neighboring jurisdictions on an as-needed basis when proposed actions have the potential to affect Arcadia. When appropriate, the City provides comments or participates in agency review procedures. This action item is implemented on an ongoing, discretionary basis and does not involve routine or continuous monitoring.</p>
<p><b>2-13. Street Trees</b></p>	<p>Ongoing</p>	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis. The City continues to implement and enforce the provisions of Article IX, Chapter 8 of the Municipal Code relating to street trees. Street tree requirements are applied through the development review, permitting, and inspection process, including requirements for installation of street trees along public sidewalks where they do not currently exist. Street tree installation and replacement are also addressed through public improvement projects and routine maintenance activities, as applicable, to support the City's urban forestry and streetscape</p>

Action / Program	Timing	Comments and Status
		objectives.
<b>2-14. Citywide Public Art Master Plan</b>	Ongoing	Incomplete The City has not implemented a Citywide Public Art Master Plan. At this time, there is no plan to proceed with this action item. The City does incentivize the incorporation of public art into development projects through the adopted Design Guidelines.
<b>2-15. Site Planning</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. The City applies site planning and development review procedures established in the Development Code to ensure that new development avoids or appropriately addresses environmentally sensitive areas, including geologic hazards, unique landforms, and areas of biological sensitivity. The Development Code requires project-specific analysis and mitigation where applicable and provides standards for grading, building placement, and site design. For hillside properties, the Development Code includes provisions to minimize grading and ensure that building mass and scale are responsive to existing topography. These requirements are applied through the discretionary and ministerial review process to ensure consistency with General Plan policies.
<b>2-16. Coordination with Arcadia Unified School District</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. The City coordinates with the Arcadia Unified School District (AUSD) during the review of residential development applications to consider potential impacts on school facilities. Consistent with State law, residential development projects are required to pay applicable school district impact fees and other development impact fees, as administered by AUSD, to fund school facilities needed to serve new students generated by development.  Where applicable, the City coordinates with AUSD

Action / Program	Timing	Comments and Status
		regarding fee payment verification and compliance. Opportunities for coordination related to joint-use facilities and potential credits associated with City parks and recreation funding mechanisms are considered on a project-specific basis, consistent with applicable laws and District policies.

### ECONOMIC DEVELOPMENT ELEMENT

The Economic Development Element is an optional element. However, Arcadia, like many cities in California, recognizes that effective long-range planning must include economic policies to support land uses and to help sustain the local economy.

Seven action items implement the various policies and goals contained in the Economic Development Element. An update on the status of these action items is contained in the table, below.

Action / Program	Timing	Comments and Status
<b>3-1. Actively Attract Businesses</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. The City has evaluated the benefits of supporting and attracting businesses within its commercial and mixed-use areas and actively pursues economic development objectives through its Economic Development Division. The Division works to attract new businesses, retain existing businesses, and support reinvestment by providing information, assistance, and coordination related to available inventory, site selection, market conditions, permitting, and development opportunities.  In addition, the City actively participates in and supports downtown revitalization and business attraction efforts through its involvement with the Downtown Arcadia Improvement Association and by working in conjunction with the Arcadia Chamber of Commerce.  The Economic Development Division attracts new

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
		<p>business by offering liaison services with potential businesses interested in establishing a presence in the City, by facilitating and navigating the various requirements needed from other departments and divisions that need to be satisfied prior to opening.</p> <p>Through these partnerships, the City promotes local businesses, supports economic activity in Downtown and other commercial corridors, and advances strategies to enhance the City's economic vitality consistent with General Plan goals.</p>
<b>3-2. Downtown Business Improvement District</b>	Short Term (1-5 years)	<p>Completed</p> <p>The City explored and subsequently established a Downtown Business Improvement District (BID) in 2013 to provide a coordinated voice for Downtown stakeholders and to support funding for streetscape improvements, graffiti removal, pedestrian safety measures, and related maintenance and enhancement activities. The Downtown BID plays an active role in promoting economic vitality, improving the public realm, and supporting a safe, attractive, and welcoming Downtown environment consistent with the City's General Plan objectives by coordinating, managing, and hosting a variety of special events throughout the calendar year within the district.</p>
<b>3-3. Update of Economic Analyses</b>	Ongoing	<p>Ongoing</p> <p>This action item is implemented on an as-needed basis. The City periodically utilizes economic analyses and data tools to support informed decision-making and evaluation of economic conditions when specific policy, planning, or development decisions warrant additional analysis or changes in market settings necessitate further review. Rather than maintaining a standing or continuously updated economic forecasting program, the City seeks targeted economic studies, market information, or analytical support as necessary to inform City Council actions, development review, and economic development initiatives.</p>

Action / Program	Timing	Comments and Status
		<p>The City also uses available data platforms, such as Placer.ai, to better understand visitor patterns, demographic profiles, community metrics, activity levels, and general economic trends in key commercial areas, including Downtown and major corridors. These tools supplement project-specific analyses and provide context for evaluating economic activity and community use patterns over time. Collectively, these practices support pragmatic, needs-based economic evaluation consistent with the intent of this policy.</p>
<p><b>3-4. Special Events, Strategic Marketing, and Branding Programs</b></p>	<p>Ongoing</p>	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis. The City supports downtown retail, restaurant, and small businesses through participation in special events, collaborative marketing efforts, and partnerships with local business organizations. The City works with stakeholder groups, including the Downtown Arcadia Improvement Association and the Arcadia Chamber of Commerce, to promote local businesses during community events and seasonal activities.</p> <p>These efforts include coordination and support for special events hosted by the Downtown Arcadia Improvement Association, such as the Lunar New Year Festival, Patriotic Festival, Halloween Haunting, and Holiday Fair, which attract visitors to Downtown, and provides opportunities to showcase local businesses. Separately, the City hosts the Moon Festival in partnership with the Arcadia Chamber of Commerce and Arcadia Chinese Association, which highlights businesses, vendors, and community organizations in the City. Through these partnerships and event-based initiatives, the City advances place-based marketing, strengthens Downtown identity, and supports small business visibility consistent with General Plan economic development goals.</p> <p>In 2025, the City adopted a Community Events Sponsorship Policy to provide in-kind support to</p>

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
		<p>Arcadia nonprofit and business event organizers hosting free, community events that benefit residents and the local businesses. In its inaugural year, a total of \$83,270 of in-kind City services were provided in support of 8 community events that benefitted an estimated 55,000 attendees.</p>
<p><b>3-5. Coordination with Development Community</b></p>	<p>Ongoing</p>	<p>Ongoing                      This action item is implemented in a responsive, as-needed manner. The City does not maintain a vacant property registry specifically to list developable properties or proactively promote sites. However, the City closely monitors key vacancies on commercial real estate platforms, such as CoStar, and conducts regular outreach to developers, property owners, and real estate professionals to highlight available opportunities and to maintain a pro-development approach when inquiries arise. Staff provides guidance on zoning regulations, development processes, and potential opportunities, ensuring that interested parties receive support as needed. This approach supports the City's development goals without relying on a formal outreach or property listing program.</p>
<p><b>3-6. Partnerships with Stakeholders Group</b></p>	<p>Ongoing</p>	<p>Ongoing                      The City maintains ongoing partnerships with stakeholder groups, including the Arcadia Chamber of Commerce, Downtown Arcadia Improvement Association, and local business associations, to support business recruitment, retention, and expansion. The City plays an active role in each of these organizations, sitting on the Board of Directors at the Downtown Arcadia Improvement Association, developing attractive lighting projects in the Downtown district, sponsoring the Arcadia Stronger program with the Arcadia Chamber of Commerce to subsidize Chamber membership to new members, and attending a significant number of ribbon cutting events hosted by the Arcadia Chamber of Commerce to celebrate new businesses within our City. Through these collaborative efforts, the City ensures businesses have</p>

Action / Program	Timing	Comments and Status
		the resources and support they need for long-term success.
<b>3.7. Redevelopment Agency's Five-Year Implementation Plan</b>	Ongoing; every 5 years (with updates at mid-term or as required by law)	Not Applicable The City's Redevelopment Agency was effectively dissolved on February 1, 2012, when all redevelopment agencies in California were officially ended under State law following the California Supreme Court's December 29, 2011 decision upholding the redevelopment dissolution legislation. The City Council elected to serve as the Successor Agency on January 3, 2012, to wind down the former agency's affairs.

### CIRCULATION AND INFRASTRUCTURE ELEMENT

The Circulation and Infrastructure Element was adopted as part of the 2010 General Plan comprehensive update. It provides policy direction on the City's circulation network, including streets, transit, active transport, and truck routes, in addition to the various utility infrastructure networks throughout the City. 16 Actions and Programs implement the Element's various goals and policies. Since 2010, State mandates and changes to industry best practice have shifted some of the City's implementation priorities, as outlined in the table, below.

Action / Program	Timing	Comments and Status
<b>4-1. Achieve Consistency in Roadway Rights-of-way</b>	Long Term (10+ years)	Partially implemented. The general philosophy on street management has changed since this Action was prepared. The industry's move to Vehicle Miles Traveled (VMT) has shifted focus from street widenings to a preference for using the existing street network more efficiently.
<b>4-2. Complete Streets</b>	Long Term (10+ years)	Ongoing This action item is implemented on an ongoing basis. The City incorporates Complete Streets principles through its Capital Improvement and Equipment Plan and individual capital projects. The City is actively proceeding with the Colorado Boulevard Complete Streets Project, which includes multimodal improvements designed to enhance safety and access

Action / Program	Timing	Comments and Status
		<p>for pedestrians, bicyclists, transit users, and vehicles. This project demonstrates the City’s implementation of Complete Streets concepts through capital planning, design, and construction activities consistent with the General Plan’s circulation policies. The First Ave. upgrade project also implemented Complete Streets design features and was completed 2022.</p>
<p><b>4-3. Reciprocal Vehicular and Pedestrian Access</b></p>	<p>Ongoing</p>	<p>Ongoing                      This action item is implemented on an ongoing basis. As part of the development review process for commercial projects, the City evaluates opportunities to provide reciprocal vehicular and pedestrian access between adjacent properties, including properties under separate ownership, where such access is physically feasible and legally supportable. Consideration of reciprocal access is site and project specific and depends on factors such as parcel configuration, existing development patterns, circulation constraints, and ownership conditions. Where appropriate, reciprocal access is used to improve internal circulation, reduce driveway conflicts and on-street traffic impacts, encourage pedestrian connectivity, and support efficient access to commercial uses consistent with General Plan policies.</p>
<p><b>4-4. Pedestrian Accommodation Master Plan</b></p>	<p>Short Term (1-5 years)</p>	<p>Incomplete – Ongoing                      This action item has not been completed as originally envisioned. The City does not currently have a formally adopted, standalone Pedestrian Accommodation Master Plan. Pedestrian needs, including sidewalk conditions, missing sidewalks, enhanced crossings, and accessibility improvements, have instead been addressed incrementally through corridor-specific projects, development review, and capital improvement programming. The City does have an ADA sidewalk transition Plan which is implemented as funding permits throughout the City.                       The City also considers pedestrian safety and access near schools and parks through traffic engineering</p>

Action / Program	Timing	Comments and Status
		<p>review and coordination with the Arcadia Unified School District and public safety departments. Landscaping, shade, pedestrian connectivity, and crossing improvements are incorporated on a project-by-project basis where feasible. In addition, the City is pursuing an Active Transportation Plan, which is expected to address pedestrian and bicycle circulation, safety, and connectivity and will partially advance the objectives identified in this action item. Accordingly, this action item is considered partially implemented, with broader pedestrian planning anticipated through ongoing and future active transportation and capital planning efforts.</p>
<p><b>4-5. Conduct a Citywide Bicycle Study and Develop a Bicycle Plan</b></p>	<p>Short Term (1-5 years)</p>	<p>Incomplete - Ongoing                      The City has not adopted a Citywide Bicycle Study or Bicycle Plan. In 2012, the City Council voted not to proceed with preparing a Bicycle Plan. More recently, the City has begun the process to prepare an Active Transport Plan and will be moving that ahead In 2026.</p> <p>A bicycle improvement project was completed in 2021. It was partially based on the recommendations of the Citywide Bicycle Study (from 2012) but did not follow it strictly. The City has been prioritizing connections to neighboring cities in the intervening years.</p>
<p><b>4-6. Conduct a System Planning and Design Feasibility Study for an Advanced Traffic Control System</b></p>	<p>Short Term (1-5 years)</p>	<p>Completed                      The City operates a centrally managed Advanced Traffic Control System (ATC) as part of its Intelligent Transportation System (ITS) infrastructure. The City commenced its ATC implementation in 2007 and began implementing upgrades to its traffic signal network around 2013, transitioning to modern signal controllers and centralized system management to improve traffic flow, coordination, and operational efficiency. The system allows the City to monitor and adjust traffic signal timing across key corridors in real time, supporting congestion management, safety, and multimodal mobility.</p> <p>The City has continued to expanded its ATC over the</p>

Action / Program	Timing	Comments and Status
		<p>past 15 years. As of 2025 the traffic control system is City-wide except for CalTrans signals (Santa Anita and Baldwin). The City is working with CalTrans to try and bring the CalTrans signals into the City's traffic control systems.</p> <p>Ongoing upgrades and refinements continue to build on this system to respond to changing traffic conditions and future transportation needs.</p>
<p><b>4-7. Install an Advanced Traffic Signal Control System</b></p>	<p>Short Term (1-5 years)</p>	<p>Completed See Above</p>
<p><b>4-8. Develop a Prototype Neighborhood Traffic Management Program</b></p>	<p>Ongoing</p>	<p>Ongoing The City manages and runs a Traffic Advisory Committee (TAC). This has been implemented on an ongoing basis for many years. A full program has not been needed and has therefore not been implemented. The TAC meets regularly and reviews issues on a case by case basis.</p>
<p><b>4-9. Regional Coordination</b></p>	<p>Ongoing</p>	<p>Ongoing This action item is implemented on an ongoing basis. The City coordinates with regional, state, and local agencies to support the planning and operation of regional transportation facilities. Coordination occurs through established interagency processes, including participation in the Technical Advisory Committee (TAC) with the Los Angeles County Metropolitan Transportation Authority (LA Metro). The City also coordinates with Caltrans, especially as it relates to the I-210 Freeway and associated on/off ramps and traffic signals. The City also coordinates with the Southern California Association of Governments, San Gabriel Valley Council of Governments (SGVCOG), the South Coast Air Quality Management District, Los Angeles County, and adjacent jurisdictions on an as-needed basis. These coordination efforts support alignment between local circulation planning and regional transportation, air quality, and mobility initiatives and</p>

Action / Program	Timing	Comments and Status
		<p>are undertaken as appropriate based on project scope and regional relevance.</p> <p>After completion of the Metro Gold/A line in 2015, the City began a fixed-route bus service with connections to the Arcadia Station. The City continues to coordinate with LA Metro to implement connected transit and active transport facilities.</p> <p>Future bike routes are being implemented with a priority to connect to adjacent jurisdictions.</p>
<b>4-10. Implement Roadway Modifications</b>	Long Term (10+ years)	<p>Partial completion                      Most of the noted roadway modifications have not been completed. This is largely due to changing the philosophy on best practices related to traffic management which prefers bicycle infrastructure and improved roadway efficiencies rather than widening. In accordance with this, no identified need for road widening or modifications has been identified.</p> <p>The First Avenue reduction from four-lanes to two-lanes between California Street and Duarte Road was completed in conjunction with s bicycle project in 2021.</p>
<b>4-11. Management of Storm Water and Irrigation Runoff</b>	Ongoing	<p>Ongoing                      The City addresses stormwater management and infiltration through Capital Improvement Program projects and development-related Low Impact Development (LID) requirements. Storm drain and drainage improvement projects included in the CIP contribute to managing runoff, reducing ponding, and improving system performance on public property.</p> <p>In 2022, the City Council authorized participation in a Joint Exercise of Powers Agreement with the Cities of Bradbury, Duarte, Monrovia, and Sierra Madre to create the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority. The Group works together on Regional Projects that will assist with meeting State stormwater requirements. The JPA is currently seeking funding to construct underground</p>

Action / Program	Timing	Comments and Status
		infiltration basins on the City Hall lawn. Furthermore, stormwater infiltration basins are considered annually to meet stormwater requirements.
<b>4-12. Water System Enhancements</b>	Short Term (2-7.1 and 2-7.5); Ongoing (2-7.4); Long Term (2-7.2 and 2-7.3)	Ongoing The City has started installing radio read water meters throughout the City and will maintain the radio read water meters. 2,500 meters remain to be exchanged for radio read meters. This action is expected to be completed in fiscal year 26-27.
<b>4-13. Coordination with Utility Agencies and City Facilities</b>	Ongoing	<p>Ongoing This action item is implemented on an ongoing basis. The City coordinates with utility and service providers to ensure that public services can be provided in a manner consistent with General Plan goals and policies. This coordination includes the Los Angeles County Department of Public Works (Flood Control), the Sanitation Districts of Los Angeles County, Southern California Edison, the Gas Company, and the City's contracted solid waste service provider, Waste Management, through development review, capital improvement planning, and infrastructure coordination efforts. As this is the City's first General Plan Annual Review/Progress Report, the report will be made available to relevant utility and service providers for review and comment as part of ongoing interagency coordination.</p> <p>In addition, the City maintains an organized system of record-keeping for public infrastructure and facilities through a combination of digital document management and Geographic Information System (GIS) tools. The City's GIS system includes mapped data for sewer, water, storm drain infrastructure, street lights, and street trees, and is used to support infrastructure planning, maintenance, and coordination across departments. Digital records and as-built information are maintained for utilities within the public right-of-way and easements to the extent available and required through development and capital improvement processes.</p>

Action / Program	Timing	Comments and Status
		<p>Most utility companies won't provide detailed information about infrastructure to the City, so the City generally only has records of City-owned infrastructure. A project to digitize older records is ongoing but incomplete as of 2025.</p>
<p><b>4-14. Infrastructure Master Plan Updates</b></p>	<p>Every 5 years</p>	<p>The City continues to implement its policy of periodically reviewing and updating master plans for key infrastructure systems. The Sewer Master Plan was most recently updated in November 2022, providing an evaluation of the condition, capacity, and maintenance needs of the City's sanitary sewer system and informing future capital improvements. The Urban Water Management Plan was last updated in 2021, and the City has initiated the process for its next update and is currently working on updating the Water Master Plan, consistent with state requirements and long-term water supply planning.</p> <p>A slurry schedule is maintained by Public Works Services Department for rotating improvements throughout the City. The City also maintains a Pavement Management Master Plan which was most recently updated in early 2025.</p>
<p><b>4-15. Inspection and Replacement of Sewer Lines</b></p>	<p>Ongoing</p>	<p>Ongoing</p> <p>The PWSD reviews the Sewer Master Plan and evaluates proposed developments in the City to determine areas where sewer mains will significantly increase in flow and includes sewer main replacement projects in the Capital Improvement Program each year. Replacement of sewer mains with larger pipes to alleviate the high demand on the existing sewer lines significantly reduces the potential for sewer spills and overflows.</p> <p>For Fiscal Year 2025-26, The 8" and 10" sewer mains on Santa Anita Avenue between El Dorado Street and Christina Street will be replaced with 12" sewer mains to accommodate peak flows.</p>
<p><b>4-16. Storm</b></p>	<p>Long Term</p>	<p>Ongoing</p>

Action / Program	Timing	Comments and Status
<b>Drain System Improvements</b>	(10+ years)	The PWSD is committed to evaluating areas that may require the construction of new storm drains or improvement to existing storm drains to ensure that surface flow in a 10-year storm is contained. Repairs and upgrades are completed on an as-needed basis. No improvements were completed in 2025.

**RESOURCE SUSTAINABILITY ELEMENT**

The Resource Sustainability Element was adopted as part of the comprehensive General Plan update of November 2010. The Element aims to ensure the City’s various natural resources are sustainably managed to protect the nature environment for generations to come. The goals and policies are implemented through 14 actions and programs. The status of these various actions and programs is noted in the table, below.

Action / Program	Timing	Comments and Status
<b>6-1. Development Projects and Energy Performance Guidelines</b>	Ongoing	<p>Partially complete</p> <p>This action item has been partially implemented. The City does not conduct project review against a standalone set of targeted energy performance standards or design guidelines of the type described in Action 6-1. Instead, energy efficiency and sustainability considerations are primarily addressed through compliance with State mandated building and energy efficiency requirements, including Title 24 and CalGreen, which are enforced through the building permit and plan check process.</p> <p>For projects subject to discretionary review, site planning, building orientation, shading, landscaping, and building design features may be evaluated as part of the Site Plan and Design Review process, where applicable design guidelines are used to assess overall project quality and compatibility. However, the City does not currently require project-by-project analysis or verification of the specific passive solar design strategies and site orientation measures identified in this policy.</p> <p>Accordingly, this action item is considered partially</p>

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
		implemented through State code compliance and discretionary design review, rather than through a dedicated local energy performance review framework.
<b>6-2. Energy Conservation Demonstration Projects</b>	Ongoing	Incomplete The City has not implemented energy conservation demonstration projects. The City remains open to showcasing new energy saving technology in conjunction with private developers, or coordinating with utility providers as needed.
<b>6-3. Conservation Education and Promotion</b>	Ongoing	<p>Ongoing This action item is implemented on an ongoing basis. The City works in concert with energy service providers, refuse contractors, and regional partners to promote the benefits of water and energy conservation and waste reduction through public education and outreach. The City's Public Works Services Environmental Services program provides information and resources on water conservation, energy efficiency, trash and recycling, and related sustainable practices on its website and through community outreach channels.</p> <p>Arcadia participates in regional energy efficiency initiatives such as the Efficient San Gabriel Valley (eSGV) Program, which offers education, incentives, and free in-home energy efficiency reviews for residents in partnership with the San Gabriel Valley Council of Governments and the Southern California Regional Energy Network.</p> <p>The City also offers water conservation rebates for water-efficient fixtures and partners with water-use tracking and education tools such as WaterSmart, which provides residents with personalized water use reports and conservation tips.</p> <p>Outreach on conservation and sustainability is conveyed through the City's website, rebates and resources pages, direct mail notices (such as utility and program notifications), and participation in community events where applicable.</p>

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
<b>6-4. Green Building Initiatives</b>	Short Term (1 to 5 years)	<p>Partially complete</p> <p>This Action item is partially implemented</p> <p>This action item has not been fully implemented as originally envisioned. The City does not currently have a formally adopted education, recognition, or incentive program focused on green building or LEED (or similar) certification. Compliance with State-mandated energy efficiency and green building standards, including Title 24 and CalGreen requirements, is enforced through the building and development review process. While sustainability and energy efficiency considerations may be incorporated on a project-specific basis, no formal incentive programs, recognition initiatives, or staff accreditation requirements related to LEED or similar rating systems have been identified in publicly available City documents. Accordingly, this action item is considered not yet implemented.</p>
<b>6-5. Participate in Regional Air Quality Improvement Efforts</b>	Ongoing	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis through compliance with State and regional requirements. The City reviews development proposals for potential air quality impacts pursuant to the California Environmental Quality Act (CEQA) and applicable guidance from the South Coast Air Quality Management District (SCAQMD), including use of the SCAQMD CEQA Air Quality Handbook where appropriate.</p> <p>The City also participates in regional air quality improvement efforts through coordination with Southern California Association of Governments (SCAG) and SCAQMD and implements applicable measures of the Air Quality Management Plan as required by State law. Compliance with adopted building codes, CEQA mitigation requirements, and regional air quality regulations supports efforts to reduce vehicle miles traveled and meet federal and state air quality standards. The City does not currently implement air quality measures beyond those required under CEQA, State law, and applicable building and energy codes.</p>

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
<b>6-6. Solar Energy</b>	Ongoing	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis. Since adoption of the General Plan, the solar energy industry has expanded significantly, supported by comprehensive State legislation and streamlined permitting requirements. The City supports and complies with California solar laws, including the Solar Rights Act and related statutes that protect access to sunlight and prohibit unreasonable barriers to solar energy systems.</p> <p>The City has implemented SolarAPP+ requirements and streamlined permitting processes for qualifying residential solar energy systems, consistent with State mandates, to reduce permitting timelines and facilitate solar installation. Through enforcement of State law, adoption of required permitting procedures, and removal of unnecessary regulatory barriers, the City supports solar energy adoption for space heating, water heating, and electricity generation. Public information regarding solar permitting and requirements is provided through the City’s website and building permit process. Collectively, these actions fulfill the intent of this policy by promoting solar energy availability and ensuring compliance with State-mandated solar protections.</p>
<b>6-7. Water Supply</b>	Long Term (10+ years)	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis. The City establishes and implements water conservation programs consistent with its Urban Water Management Plan (UWMP), which is updated in accordance with State requirements. Water conservation measures, demand management strategies, and supply planning are evaluated and updated as part of the UWMP process.</p> <p>The City investigates and implements opportunities to reduce water usage at parks and other City facilities, including irrigation efficiency improvements and operational adjustments, and considers water use reduction goals as part of capital planning and facility management. In addition, the City coordinates with</p>

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
		<p>regional and partner agencies on water supply safety and reliability. The Arcadia Fire Department is engaged during the UWMP update process to ensure that water supply planning and infrastructure considerations continue to meet fire protection and emergency response needs.</p> <p>In addition, the City has been working on the design of a new joint well with the City of Sierra Madre.</p>
<b>6-8. Water Quality</b>	Ongoing	<p>Ongoing                      This action item is implemented on an ongoing basis through compliance with federal, State, and regional regulatory requirements. The City meets all applicable drinking water quality standards and prepares and distributes an Annual Water Quality Report (Consumer Confidence Report) as required by law. Storm water quality impacts are evaluated and addressed through the City's CEQA review process, and the City continues to comply with all provisions of its National Pollutant Discharge Elimination System (NPDES) permit.</p> <p>New development and substantial rehabilitation projects are required to incorporate storm water treatment and low-impact development (LID) measures consistent with State regulations, NPDES permit requirements, and applicable Municipal Code standards, including on-site infiltration and runoff reduction practices where feasible. The City coordinates with regional and State agencies on water supply and water quality matters as required under applicable laws and permits.</p> <p>In 2022, the City Council authorized participation in a Joint Exercise of Powers Agreement with the Cities of Bradbury, Duarte, Monrovia, and Sierra Madre to create the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority. The Group works together on Regional Projects that will assist with meeting NPDES Requirements.</p>
<b>6-9. Water Conservation</b>	Ongoing	<p>Ongoing                      This action item is implemented on an ongoing basis</p>

Action / Program	Timing	Comments and Status
		<p>through compliance with State law and adopted City regulations. The City involves the community in water conservation efforts through implementation of water-efficient landscaping standards, public information provided through City channels, and enforcement of conservation requirements adopted during and after the Statewide drought.</p> <p>On November 3, 2015, the City adopted Ordinance No. 2330, consistent with Governor’s Executive Order B-29-15, which established Water Efficient Landscaping requirements effective December 1, 2015. These requirements apply to new construction projects with an aggregate landscape area of 500 square feet or greater, rehabilitated landscape projects of 2,500 square feet or greater, and all public agency projects.</p> <p>Pursuant to the Arcadia Municipal Code and the City’s Water Conservation Plan, development projects are reviewed for compliance with mandated water efficiency standards, including use of drought-tolerant and low-water plant materials, efficient irrigation system design, avoidance of irrigation on impervious surfaces, use of reclaimed water where feasible, and installation of water-conserving fixtures and appliances as required by adopted building codes. Collectively, these measures ensure compliance with the City’s water conservation mitigation standards and applicable State requirements.</p>
<p><b>6-10. Waste Reduction and Recycling</b></p>	<p>Ongoing</p>	<p>6-10.1 Source Reduction.                      This action item is implemented on an ongoing basis through compliance with State solid waste reduction and recycling requirements. The City monitors waste diversion and recycling performance through reporting required under State law, including diversion rates achieved by City-contracted solid waste haulers. Program effectiveness, compliance status, and necessary adjustments are addressed as part of required State reporting and contract administration rather than through a standalone local review process.</p>

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
		<p>6-10.3 Recycling and Diversion Programs.</p> <p>The City continues to implement required residential, commercial, and construction-related recycling and diversion programs in accordance with State law. Curbside recycling and green waste collection are provided for single-family and multifamily residential units, and commercial, industrial, and institutional recycling requirements are enforced pursuant to the Municipal Code and State mandates, including AB 939 and subsequent legislation. Construction and demolition projects are required to comply with applicable diversion requirements, including participation in approved programs such as Green Halo, which requires a diversion rate exceeding the minimum State standard. Collectively, these programs ensure compliance with State-mandated recycling, organics, and waste diversion requirements.</p> <p>Since SB1383 went into effect, the City has worked closely with Cal-Recycle on making sure that the City is in full compliance with waste diversion rates. The City must also make sure that all residents, commercial businesses, and institutions are properly meeting solid waste regulations.</p>
<p><b>6-11. Cultural Resource Protection</b></p>	<p>Ongoing through CEQA process</p>	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis through compliance with the California Environmental Quality Act (CEQA) and applicable State laws. Where feasible, impacts to significant cultural resources are avoided; where avoidance is not feasible, appropriate mitigation measures, including data recovery, are required. Standard inadvertent discovery conditions are incorporated into project approvals consistent with CEQA and State law, requiring work stoppage, evaluation by qualified professionals, and coordination with the Los Angeles County Coroner and Native American representatives in the event of discovery of human remains. The City does not impose requirements beyond those mandated under CEQA and applicable State regulations.</p> <p>The Arcadia Library and Museum are available to provide</p>

Action / Program	Timing	Comments and Status
		Arcadia historical research from the collections to assist in the preparation of documents and reporting, as needed.
<b>6-12. Discovery of Archaeological Resources or Human Remains</b>	Ongoing through CEQA process	<p>Ongoing                      This action item is implemented on an ongoing basis through compliance with the California Environmental Quality Act (CEQA) and applicable State laws. For projects with the potential to impact archaeological resources, the City requires archaeological monitoring during ground-disturbing activities when warranted by site conditions, as determined through the CEQA process. If cultural resources are encountered, construction activity in the affected area is redirected or suspended until a qualified archaeologist assesses the significance of the find and appropriate documentation and mitigation are completed.</p> <p>Where significant archaeological resources are identified, avoidance and preservation in place are required where feasible; where impacts cannot be avoided, appropriate mitigation measures, including data recovery or capping, are required based on the nature and extent of the resource. If human remains are discovered, work stoppage and notification procedures are implemented in accordance with State law, including coordination with the Los Angeles County Coroner and consultation with Native American representatives as required.</p>
<b>6-13. Habitat Protection</b>	Ongoing	<p>Ongoing                      This action item is implemented on an ongoing basis through the development review and environmental review process. The City evaluates proposed development projects, including public infrastructure projects, for potential impacts to sensitive habitats where such resources may be present. When projects are proposed adjacent to sensitive environmental resources, the City requires appropriate buffers, setbacks, and other protective measures to avoid or minimize direct and indirect impacts, consistent with CEQA and applicable State and federal regulations. While the City has limited areas with known sensitive habitats, this policy is applied as necessary based on site-specific conditions.</p>

Action / Program	Timing	Comments and Status
<b>6-14. Compliance with State Endangered Species Act and Federal Clean Water Act</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. The City, in coordination with project proponents, works with applicable federal, State, and regional agencies to ensure compliance with the Federal and State Endangered Species Acts and the Federal Clean Water Act, as required through the environmental review and permitting process.

### **PARKS, RECREATION, AND COMMUNITY RESOURCES ELEMENT**

The Parks, Recreation, and Community Resources Element was adopted in November 2010 as part of the comprehensive General Plan update. The Element aims to help preserve the high quality resources enjoyed by the City’s residents. The following 15 actions implement the various goals and policies of the Element. The status of these actions is provided in the table, below.

Action / Program	Timing	Comments and Status
<b>7-1. Implement Master Plans</b>	Ongoing	Ongoing The Arcadia Parks and Recreation Master Plan was adopted in 2017 and serves as a comprehensive document for the entire department. The Parks Rehabilitation Master Plan and Youth Master Plan have been consolidated into the Arcadia Parks and Recreation Master Plan.  Projects such as the Eisenhower Park and Newcastle Park upgrades, the latter of which was completed in 2025, have been completed, and the Master Plan will continue to be utilized to identify subsequent park and recreation facility upgrades.  The City is continuing to work with school district on joint facility improvements.
<b>7-2. Financing and Acquisition of Parks and Open Space</b>	Long Term (10+ years)	Ongoing The City funds park development and maintenance through established financing mechanisms, including the Parks and Recreation Fund and Park Facilities

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
		<p>Impact Fees, which are collected from new development consistent with adopted fee programs and State law. Fee levels are reviewed and adjusted periodically as required.</p> <p>The City also actively seeks and utilizes State and regional grant funding opportunities to supplement local funding sources for park and recreation improvements when such opportunities are available. Demand for park and recreation facilities and future needs are considered through capital planning, budget review, and demographic analysis as part of broader City planning efforts.</p> <p>While the General Plan identifies a range of potential strategies for expanding passive and recreational open space, including use of utility corridors, development of infill public spaces, and creation of design guidelines for non-residential projects, the City has not adopted a comprehensive program or formal guidelines addressing all these approaches. Implementation of these strategies occurs on a project specific and opportunity driven basis, as feasible.</p>
<b>7-3. Joint Use Facilities</b>	Ongoing	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis. The City continued its partnership with the Arcadia Unified School District in joint land use and facilities planning for shared park and school facilities during 2025. Joint-use arrangements remain in effect and are governed by formal agreements that address permitted uses, maintenance responsibilities, and user fees, as applicable.</p>
<b>7-4. Design for Emerging Uses of Parks and Public Spaces</b>	Long Term (10-15 years)	<p>This action item is implemented on an ongoing basis. The City monitors changing community demographics, recreation trends, and user preferences and incorporates design features into parks and public spaces to accommodate emerging uses. Recent upgrades at Newcastle Park, including the addition of</p>

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
		pickleball courts, demonstrate the City's responsiveness to evolving recreational demand and its commitment to adapting park facilities to meet current and future community needs.
<b>7-5. Recreation Facility Development in Underserved Areas</b>	Long Term (10+ years)	Ongoing This item remains under review. If a facility becomes available, the City will prioritize underserved areas for the provision of recreation facilities.
<b>7-6. Recreation Programs</b>	Ongoing	<p>Ongoing This action item is implemented on an ongoing basis. The City adjusts recreation program capacity, staffing levels, and use of volunteers over time to respond to changes in population, participation levels, and program demand. Program needs and service levels are evaluated periodically through user feedback, participation data, and other appropriate methods. Updates to recreation planning and strategic priorities are undertaken as needed to guide program management, budgeting, and resource allocation.</p> <p>The City also implements outreach efforts to promote recreational services and programs and to reach a broad range of community members. Outreach methods are designed to communicate program information effectively and inclusively, including the use of multiple languages where appropriate, to ensure that residents are informed about available recreational opportunities and services.</p> <p>In 2025, the City offered a broad range of recreation programs including, sporting, educational, and entertainment for people of all ages.</p>
<b>7-7. Coordination with Local Sports Groups</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. The department holds biannual meetings and follows a policy to ensure fair field allocation for local sporting groups.

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
<p><b>7-8. Preservation of the Urban Forest</b></p>	<p>Ongoing</p>	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis. The City maintains and enhances tree coverage and tree health citywide through continued enforcement of Article IX, Chapters 7 and 8 of the Municipal Code, preservation of landmark trees, and implementation of the Public Works Services Department’s Four-Year Tree Trimming Plan.</p> <p>For 30 years, the City has been recognized as a “Tree City USA” community and continues to participate in the program annually. Being designated as a Tree City USA includes celebrating Arbor Day, providing public education, encouraging plantings through an annual sapling giveaway, as well as maintaining the City’s Tree Board, which includes seven members of the Arcadia Beautiful Commission, who help enforce the City’s tree regulations and the importance of trees to community character and property values. Information regarding street tree maintenance and trimming schedules is made available through the City’s website.</p> <p>Other efforts include the protection and preservation of the City’s urban tree canopy. In 2025, this effort included the removal of 46 Ficus trees along a main thoroughfare in the City’s business district. Each removed tree was replaced with a London Plane tree, whose roots are not invasive or harmful to the surrounding sidewalks, underground water and sewer pipes, and surrounding businesses. This project aimed to rehabilitate and strengthen Arcadia’s urban tree canopy, contributing to a safer built environment by reducing the risk of additional root damage in the surrounding area.</p>
<p><b>7-9. Partnerships with Secular and Faith-based Organizations</b></p>	<p>Ongoing</p>	<p>Ongoing</p> <p>The City is open to partnering with local community organizations subject to approval from the City Manager or City Council. This item is implemented on an as-needed basis.</p>

Action / Program	Timing	Comments and Status
<p><b>7-10. Community Education Programs</b></p>	<p>Ongoing</p>	<p>Ongoing                      The City, through its Recreation and Community Services Department, provides a range of paid and subsidized educational and learning programs serving residents of all ages. These offerings include youth enrichment and after-school programs for students of the Arcadia Unified School District, as well as educational, recreational, and lifelong learning opportunities for adults and seniors. Program offerings are adjusted over time based on community interest, participation levels, and available funding.</p>
<p><b>7-11. Maintaining High-quality Library Facilities and Services</b></p>	<p>Ongoing</p>	<p>Ongoing                      As a Charter City, the Arcadia Library is a full-service library for the community and is fully supported by the general operating budget. The Friends of the Library help support the Summer Reading Program beyond the ongoing operational funding of the Library by the City. The Library participates in the CENIC program, providing high-speed public internet for the community, in addition to ongoing services, collections, and programs.</p>
<p><b>7-12. Sponsorship and Support of Cultural Events</b></p>	<p>Mid-Term (5-10 years)</p>	<p>Ongoing                      These action items are implemented on an ongoing basis, subject to available funding. The City sponsors and supports a range of community events and activities intended to bring residents together. These include recurring public events such as the Concerts and Movies in the Park summer series, the annual Snow Day, Moon Festival, and Lunar New Year celebrations.</p> <p>Some of these events are undertaken in partnership with local community organizations and stakeholders to support community participation and shared programming. The City also engages with the Recreation and Parks Commission, which meets monthly, as well as the broader community, to help identify desired cultural and community events and to inform future programming.</p>

Action / Program	Timing	Comments and Status
<p><b>7-13. Provision of Places for Cultural Events</b></p>	<p>Short Term (1-5 years)</p>	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis. The City utilizes a range of centrally located and accessible public facilities to support cultural and community activities. These locations include the City Hall lawn, Arcadia Library, the Arcadia Transit Plaza, and the Arcadia Community Center, all of which are adaptable and suitable for hosting a wide variety of community events and programs serving residents across the City.</p> <p>The Library and Museum have provided Auditorium and Museum Educational Center rentals for non-profit organizations in need of space. The Library and Museum have partnered over the years with a variety of groups to present informational, historical, and current topics of interest that fit in with the mission and goals of the Library and Museum.</p> <p>Additionally, the City partners with local businesses and organizations like Santa Anita Park, the Shops at Santa Anita, the Arcadia Unified School District, the Arcadia Chinese Association, the Arcadia Performing Arts Foundation, and the Downtown Arcadia Improvement Association, to host free cultural events and programming like the Lunar New Year Festival, the Moon Festival, the 626 Night Market, and the Thoroughbred Racing Walk of Champions.</p>
<p><b>7-14. Inventory of Local Historic Resources</b></p>	<p>Short Term (1-5 years)</p>	<p>Completed</p> <p>In 2017, the City conducted a reconnaissance-level survey of potential historic resources to help residents understand what individual properties or districts might have historic significance. After a series of community meetings, the City Council adopted a Historic Preservation Ordinance but did not create a formal list of historic resources. Instead, designation of individual properties is left to the discretion of the property owner.</p>
<p><b>7-15. Support</b></p>	<p>Ongoing</p>	<p>Ongoing</p>

Action / Program	Timing	Comments and Status
<b>Private Efforts to Promote Appreciation of Arcadia's History</b>		This action item is implemented on an ongoing basis. The City supports the efforts of the Arcadia Historical Society in recording and preserving the City's history. The City's Museum budget has funded half the cost of the "Arcadia Lives Here" signs which have been installed at locations that had significance. . The Gilb Museum has hosted the Arcadia Historical Society general membership meetings as well as history talks over the years at no cost.

**SAFETY ELEMENT**

The Safety Element was comprehensively updated to comply with recent changes to State law in 2024. Implementation is ongoing. The following table outlines all actions and programs which implement the Safety Element and provides a status update on each item.

Action / Program	Timing	Comments and Status
<b>8-1. Earthquake Preparedness</b>	Ongoing	<p>Ongoing</p> <p>Arcadia promotes the Great Shakeout annually by requiring 300+ City employees to participate, while encouraging individual community members and groups to undertake their own efforts. In advance of the drill, promotional information is shared through the City's social media channels, print and digital mailers, and the website. Contained in the materials are the key components of earthquake preparedness, materials to have at home or on-hand, knowing the evacuations/exits, sheltering in place, and after-action reporting.</p> <p>The Arcadia Fire Department provides emergency preparedness information to the School District during its annual inspection program. It also witnesses school drills and provides feedback. The Department's webpage is kept current with updates of disaster awareness and mitigation practices.</p>
<b>8-2. Seismic</b>	Ongoing	Ongoing

<b>Hazards Mapping</b>		The City contracts with Los Angeles County for GIS data layers.
<b>8-3. Geotechnical Investigations</b>	Ongoing	<p>Ongoing                  This action item is implemented on an ongoing basis through compliance with State and local requirements. The City requires geotechnical investigations prepared by properly licensed professionals for development projects proposed in geologically sensitive areas or areas subject to known or potential geologic hazards, consistent with State law and the California Building Code. Recommended engineering design measures identified in approved geotechnical studies are required to be incorporated into project design and construction.</p> <p>Siting of essential and critical facilities is reviewed to avoid liquefaction hazards and areas of high seismic risk where feasible. Potential surface fault rupture hazards are addressed through site-specific investigations as required by State regulations, including the Alquist-Priolo Earthquake Fault Zoning Act.</p>
<b>8-4. Seismic Safety Considerations in Building Codes</b>	Ongoing	<p>Ongoing                  This action item is implemented on an ongoing basis. The City continues to adopt and enforce the most current State-mandated building codes governing seismic safety. Most recently, the City adopted the updated 2025 California Building Code, which becomes effective on January 1, 2026, ensuring that local construction standards remain consistent with the latest State requirements, technical information, and advances in building technology.</p>
<b>8-5. Siting of Critical Facilities</b>	Ongoing	<p>Ongoing                  These policies remain in effect and are implemented as applicable.</p> <p>In recent years, no new essential public facilities (such as schools, hospitals, or emergency response facilities) have been constructed that would trigger application of these policies. Where applicable, City</p>

		<p>review procedures require that new or modified critical facilities be sited to avoid Very High Fire Hazard Severity Zones when feasible and be designed to minimize flood risk in accordance with State requirements and the National Flood Insurance Program, including appropriate elevation, utility placement, and use of flood-resistant materials.</p> <p>The Museum Education Center was completed in 2013 outside of a High Fire Hazard Area.</p> <p>The City's Wilderness Park was damaged during a 2021 rain event and remains closed to the public. Future repairs and upgrades will need to take into account the sensitive location of the park.</p>
<b>8-6. Hazardous Materials Management</b>	Ongoing	<p>Ongoing</p> <p>These policies are implemented on an ongoing basis through compliance with State and County regulatory requirements. The City requires new commercial and industrial uses that use or store hazardous materials to comply with the Los Angeles County Certified Unified Program Agency requirements per Title 22 of the California Code of Regulations.</p> <p>The Los Angeles County Fire Department acts as the City's Certified Unified Program Agency (CUPA). It annually updates hazardous materials inventory statements for identified handlers within the City. Physical inspections of these locations are inspected by CUPA staff on a triennial basis. All hazardous materials data is made available to City staff via the California Environmental Reporting System.</p>
<b>8-7. Environmental Site Assessments</b>	Ongoing for new developments	<p>Ongoing</p> <p>Staff review available data to determine if there are any potential site contamination as part of the development review process. This includes reviewing Phase I reports and available public records such as the Cortese list. Appropriate site remediation measures are required prior to development.</p>
<b>8-8. Adequate Fire Flow</b>	Ongoing	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis.</p>

		Through the development review and building permit processes, the City requires new development to provide adequate water system capacity to meet fire flow requirements, as determined by the Arcadia Fire Department. The Arcadia Public Works Water Division utilizes computer modeling to verify that fire flow standards can be met prior to project approval or construction.
<b>8-9. Adequate Emergency Vehicle Access</b>	Ongoing	<p>Ongoing</p> <p>These action items are implemented on an ongoing basis. Through the development review and subdivision approval processes, the City requires that internal circulation systems, street layouts, and site designs provide adequate access for emergency response and fire suppression equipment, as determined by the Arcadia Fire Department. Fire Department review is required for new development and subdivisions to ensure sufficient turnaround areas, emergency vehicle access, and compliant evacuation routes consistent with current building and fire codes.</p> <p>New lot subdivisions are evaluated to confirm that street systems provide adequate emergency access and evacuation capacity, including consideration of dead-end streets, lane widths, weight and vertical clearance limitations, and traffic flow constraints. Visible street addressing and appropriate signage are required to support emergency response and evacuation needs.</p>
<b>8-10. Mutual Aid Agreements</b>	Ongoing	<p>Ongoing</p> <p>The City maintains standing mutual aid and automatic aid agreements with neighboring fire agencies and participates in the statewide mutual aid system. The Arcadia Fire Department has mutual aid agreements with agencies such as the United States Forest Service/Angeles National Forest and coordinates with regional partners through the Verdugo Fire Communications System, which includes automatic and mutual aid arrangements with neighboring cities and the County Fire Department</p>

		for emergency response. These cooperative arrangements are reviewed and updated as needed through ongoing interagency coordination, and the City continues to participate in the State of California Master Mutual Aid Program, consistent with the California Fire Service and Rescue Emergency Mutual Aid Plan.
<b>8-11. Emergency Preparedness</b>	Ongoing	<p>Ongoing</p> <p>8-11.1 – The Local Hazard Mitigation Plan (LHMP) is currently in the process of being updated. The current LHMP expiration date is May of 2027. EOC programs, plans, and procedures are being updated.</p> <p>8-11.2 – The City Emergency Management Team participates in two drills annually that encompass scenario based training of disaster and emergency situations.</p> <p>8-11.4 – City staff are currently working on updating the mass notification system platform with enhanced training and operability of the system.</p>
<b>8-12. Fire and Police Department Funding</b>	Ongoing	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis. Through the annual budgeting process and long-range financial planning, the City regularly evaluates staffing levels, equipment needs, and facility requirements for the Police and Fire Departments based on service level objectives, operational demands, community needs, and anticipated development. Funding decisions are made annually by the City Council and are aligned with overall City financial capacity and departmental priorities.</p>
<b>8-13. Pre-emptive Traffic Control Devices</b>	Short term (1-5 years)	<p>Completed</p> <p>Aggressive Signal Priority has been implemented. Testing is ongoing in 2025 and is expected to be fully implemented City-wide in 2026. All City-owned and controlled intersections have been provided with emergency traffic preemption capability.</p>
<b>8-14. Smoke and Carbon Monoxide</b>	Ongoing	<p>Ongoing</p> <p>This action item is implemented through enforcement of State and local building and fire</p>

<p><b>Alarms in Residential Structures</b></p>		<p>codes. The City requires smoke and carbon monoxide alarms in residential structures in accordance with California Building and Fire Code requirements, with additional promotion occurring through routine public education and outreach by the Arcadia Fire Department.</p>
<p><b>8-15. Retrofit Existing Structures</b></p>	<p>Ongoing</p>	<p>Partially Implemented                  A new Fire Hazard Severity Zone map was adopted by City Council on June 17, 2025. New defensible space requirements will be effective in 2026. The Arcadia Fire Department conducts annual inspections of all homes in the Very High Fire Hazard Severity Zone. In addition to ensuring proper vegetation management, Fire Department staff also educate residents in the concept of “home hardening”. The Fire Department has also met with various Homeowners Associations in the Fire Zone area and provided workshops focused on wildfire mitigation.</p>
<p><b>8-16. Fire Hydrants</b></p>	<p>Ongoing</p>	<p>Ongoing                  Since the drought mandate, the City has suspended its biannual hydrant flushing program. The City now only flushes hydrants reactively based on water quality concerns or reports from residents about water aesthetics. Now that the State has made “Conservation a way of Life” the City has implemented this practice permanently. Computer water hydraulics modeling is used to verify minimum fire flows are being provided throughout the City.</p>
<p><b>8-17. Technology and Crime Prevention</b></p>	<p>Within 6 months</p>	<p>8-17.1                  This action item has been successfully implemented, resulting in the acquisition of two types of technology: Automated License Plate Reader (“ALPR”) cameras and mobile surveillance trailers. The ALPR cameras are placed at fixed locations throughout the City based on crime trends. Mobile surveillance trailers are strategically positioned throughout the City to maximize coverage and effectiveness, ensuring that high-risk zones received the attention needed. Both resources address criminal activity, boost productivity, and enhance officer safety. Additionally, these resources strengthen community</p>

		<p>presence by utilizing technology and equipment that provide access to real-time information.</p> <p>8-17.2.                  This action item has been implemented resulting in the use of an online reporting system, EIS Citizen Service Portal. This web-based portal enables the community/public to file a non-emergency police report from a remote location and via the internet.</p> <p>8-17.3.                  This action item has been implemented resulting in the use of GPS trackers to aid in preventing crime. The tracking devices are placed inside items that are commonly stolen, like packages or high value merchandise (“bait”). When the bait item is stolen, police officers can monitor its real time location, allowing them to quickly identify the suspects and recover the property. The trackers help to deter theft, catch repeat offenders, and gather evidence.</p> <p>8-17.4.                  This item is ongoing. The City currently connects databases and shares information through databases including Crime Tracers, Peregrine, and Flock databases. However, information is only shared with select California law enforcement and prosecutorial agencies for Peregrine and Flock. At no point is that information shared directly with, or accessible by, any Federal agency, to include ICE. Information from Crime Tracers is shared with county, state and federal agencies (except Department of Homeland Security agencies).</p> <p>The City uses an electronic filing system, eCer for online case filing with the Los Angeles County District Attorney’s office. In the past, officers were required to file cases in person. With the online filing system, officers can now manage court-related tasks while remaining on duty within the City limits. Evidence.com is accessed from mobile devices to submit discovery requests so work can be completed remotely. Lastly, the ESearchWarrant portal enables</p>
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		officers to submit search warrants electronically.
<b>8-18. Public Education, Outreach Programs, and Community Partnerships</b>	Ongoing	Ongoing The police department accomplishes this goal by hosting annual community meetings to include by not limited to Neighborhood Watch, Meet Your Area Commander and Coffee with a Cop. Additionally, the police department participates in the City's Traffic Advisory Committee. The overall goal of these meetings is provide outreach and promote public safety education.
<b>8-19. Partnership with Local Agencies</b>	Ongoing	Ongoing This item is carried out by the City's Traffic Advisory Committee (TAC). TAC meets monthly with all applicable agencies: AUSD, Public Works Services, Police, Fire, Transport, and the City Engineer. TAC discusses safety, schools, traffic management, residential street complaints and anything traffic complaint related.  A Traffic Action Plan is developed to address the traffic requirements of the schools. In addition, the police department assigns a dedicated School Resource Officer who offers education on various topics, including but not limited to public safety, traffic safety, and substance abuse awareness.  The City also continues to offer Dial a Ride services throughout the City.  In 2022, the City used CDBG funding to upgrade bus stops throughout the City bring them into compliance with ADA requirements.
<b>8-20. Police Sub-Station</b>	As-Needed Basis	Ongoing This action item is implemented on an ongoing basis. The City continues to monitor the potential need for a police substation serving the business area that includes The Shops at Santa Anita, Santa Anita Park, and surrounding commercial uses. The City maintains ongoing communication with mall management and other stakeholders to assess public safety needs in the area. At this time, no police substation has been established, and existing law enforcement services continue to meet operational needs.

<p><b>8-21. Police and Fire Department Review</b></p>	<p>Ongoing</p>	<p>Ongoing</p> <p>Police: An ongoing assessment is conducted for projects that involve mixed-use developments and/or the potential to significantly increase the City's population. This review evaluates whether these projects may lead to an increase in population, which could subsequently result in a higher demand for services. Such an increase in demand might necessitate an expansion of police personnel to ensure adequate services are provided.</p> <p>Fire: On November 18, 2025 the City Council adopted the 2025 California Wildland Urban Interface Code (CWUIC). The CWUIC applies to all new construction within the High and Very High Fire Hazard Severity Zones. The requirements include emergency access, water supply, ignition resistant construction, roofing materials, defensible space, and proper storage of combustible materials. In May 2025, Fire Department staff met with Cal Fire representatives to perform its AB 2911 Subdivision Review and survey. The findings of the survey were presented to the department on June 20, 2025. These findings included recommendations for home address reflectorization and installing emergency wayfinding signage on public roads.</p>
<p><b>8-22. On-site Security during Construction</b></p>	<p>Ongoing</p>	<p>Ongoing</p> <p>This action item is implemented on a case-by-case basis. For larger development projects, the City routes applications to the Arcadia Police Department for review. Where deemed necessary based on project scale, location, and potential risk, applicants may be required to provide on-site security during construction to reduce the risk of theft, vandalism, or other security concerns, with requirements tailored to the specific project.</p>
<p><b>8-23. Crime Prevention Through Environmental</b></p>	<p>Ongoing</p>	<p>Partially Implemented</p> <p>This action item is addressed on a limited basis. The City does not have formal Crime Prevention Through Environmental Design (CPTED) standards or design</p>

<b>Design</b>		<p>guidelines. While development projects may be routed for Police Department review as part of the standard referral process, CPTED concepts are not expressly required or routinely incorporated into project design, however any crime prevention considerations are addressed on a case-by-case basis as warranted.</p>
<b>8-24. Vegetation Management and Landscaping</b>	Ongoing	<p>8-24.5.                  The City continues to prioritize tree species that have low water needs and that adapt to climate change and future environmental conditions.</p> <p>8-24.6.                  The City received grant funding through the County and is using these funds to plant additional trees throughout the City.</p> <p>8-24.7                  The City continues to prioritize tree planting from approved street tree list based on the existing tree canopy and the population’s vulnerability to extreme heat.</p> <p>During the Fire Department annual inspection of homes in the Very High Hazard Severity Zone staff discusses and presents homeowners with an approved palette of fire-resistant plants and trees. Use of these is encouraged both for safety and aesthetics. This information is also provided on the department’s webpage.</p>
<b>8-25. Climate Resilient Public Realm</b>	Ongoing	<p>Ongoing                  Culverts are inspected and maintained on as-needed basis. There are currently no culverts in the Fire Zone that utilize plastic materials.</p>
<b>8-26. Cool Building Design</b>	Ongoing	<p>Partially Implemented                  The City adopts the California Green Building Standards Code (CalGreen) by reference. CalGreen incorporates various energy efficient building requirements which the City enforces through the building plan check and building inspection</p>

		processes.
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## NOISE ELEMENT

The Noise Element was last updated with the comprehensive General Plan update in November 2010. The following actions and programs implement the goals and policies of the Noise Element. The status of each implementation item is outlined in the table, below.

Action / Program	Timing	Comments and Status
<b>9.1. Noise Assessments</b>	Ongoing	<p>Ongoing, as needed</p> <p>The City implements noise reduction measures during site planning and project review to minimize potential noise impacts on noise-sensitive land uses. This includes the use of building setbacks, site layout, and the strategic placement and screening of mechanical equipment to reduce noise exposure.</p> <p>Noise studies and acoustic analyses are required on an as-needed basis, consistent with the requirements of the California Environmental Quality Act (CEQA), to evaluate potential project-related noise impacts and to confirm compliance with the City’s noise standards. Where required, appropriate mitigation measures are incorporated into project design and conditions of approval to ensure noise impacts remain within acceptable levels.</p>
<b>9-2. Enforce California Noise Insulation Standards</b>	Ongoing	<p>Ongoing</p> <p>The City enforces applicable state noise insulation standards, as required by CalGreen, through its building plan check review and permitting processes.</p>
<b>9-3. Ensure Noise Limits Identified in the City’s Municipal Code Are Enforced</b>	Ongoing	<p>Ongoing</p> <p>This action item is implemented on an ongoing basis. The City enforces noise limits established in the Municipal Code for all land uses. Noise complaints and violations are addressed on an as-needed basis through Code Enforcement during regular business hours and through police services after hours, as appropriate. These</p>

		enforcement mechanisms ensure compliance with adopted noise standards and provide responsive resolution of noise-related issues throughout the City.
<b>9-4. Utilization of Land Use Noise Guidelines</b>	Ongoing	Ongoing The City assesses potential noise impacts through requesting noise analyses as part of certain development projects.
<b>9-5. Collaborate with Responsible Agencies to Minimize Transportation Related Noise</b>	Ongoing	This action item is implemented on an ongoing basis. The City works with responsible state and federal agencies to address transportation-related noise impacts, including noise associated with freeways and major arterial roadways. The City has coordinated closely with California Department of Transportation (Caltrans) on the installation of sound walls along sensitive portions of the Interstate 210 corridor (partially completed 2025) and continues to participate in interagency coordination efforts to minimize transportation-related noise impacts where feasible.
<b>9-6. Evaluation of City Purchases</b>	Ongoing	Ongoing The Public Works Services Department makes efforts to purchase equipment with new technology that assists with noise reductions. If noise generating equipment is all that is available, the PWSD will make efforts to use sound barriers to assist with mitigating noise.
<b>9-7. Quiet Pavement Surfaces</b>	Ongoing	Ongoing When completing Pavement Rehabilitation Projects, the Public Works Services Department requires the use of a pavement surface that utilizes recycled rubber in the pavement mix to help reduce road noise.
<b>9.8. Impact on Noise Sensitive Land Uses</b>	Ongoing	Ongoing The City assesses potential noise impacts through requesting noise analyses as part of certain development projects.

## ENVIRONMENTAL JUSTICE ELEMENT

The Environmental Justice Element, a new Element to the General Plan was adopted in 2024.

<b>Action / Program</b>	<b>Timing</b>	<b>Comments and Status</b>
<b>10-1. Bike and Pedestrian Improvements</b>	Medium-term	<p>Incomplete</p> <p>The City is currently evaluating options to prepare an Active Transportation Plan, which would include community outreach and engagement to inform future pedestrian and bicycle improvements.</p>
<b>10-2. Emergency Preparedness Education</b>	Ongoing	<p>Ongoing</p> <p>The City engages in a year-round campaign to educate residents on the key aspects of emergency preparedness. This effort includes educational materials through produced videos, social media posts, website content, monthly newsletters, and the monthly utility billing insert, sent to over 11,000 Arcadia residents.</p> <p>Additional efforts include the promotion of the City's emergency alert notification system (Alert Arcadia) and annual City Council proclamations for National Preparedness Month and RedCross Month. Engagement efforts with the public include outreach booths at community events, sharing emergency preparedness information with Arcadia residents and visitors at the City's Summer Concerts and Movies at the Park event, Arcadia's Health Fair, and the Halloween Haunting and Patriotic Festival in Downtown Arcadia.</p> <p>In 2025, the City conducted targeted outreach to tenants and property owners in its High Fire Hazard Severity Zones, providing education through three Town Hall style meetings. These meetings brought in experts from the Arcadia Fire, Building Safety, and Public Works departments to discuss home-hardening efforts for wildfire prevention and mitigation, including Q&amp;A sessions with the attendees.</p> <p>The Police Department regularly holds community meetings including but not limited to Neighborhood Watch, Meet Your Area Commander, and Coffee with a Cop, and Town Hall Forums. In addition, resources are available online.</p>
<b>10-3. Cooling Infrastructure</b>	Ongoing	<p>Incomplete</p> <p>A specific action to implement these action items has not</p>

Action / Program	Timing	Comments and Status
		yet been completed. The City provides cooling centers at various City facilities during heat events and will reach out to the County to coordinate regarding use of County facilities during heat events, also.
<b>10-4. Innovative Strategies for Parks Access</b>	Mid-term	This is from the recently adopted environmental justice element - 2024. This action item is partially implemented. The City has not undertaken a comprehensive program to identify or develop new pocket parks or mini parks to expand park access citywide during the reporting period. However, the City continues to maintain shared-use agreements with schools and other entities that allow public access to recreational facilities outside of normal operating hours. These shared-use arrangements help expand access to recreational opportunities in areas where new park acquisition or development may not be feasible. Identification of additional opportunities to improve park access, including potential future pocket parks in areas with limited access, remains a longer-term objective.
<b>10-5. Pollution Mitigation for Parks</b>	Medium-term	Ongoing This will be considered as part of future park upgrades.
<b>10-6. Reduce Truck-related Pollution</b>	Short-term	Ongoing This will be considered as part of changes to existing truck routes. Truck routes are changed infrequently.
<b>10-7. Home Weatherization</b>	Ongoing	Ongoing The City provides resident assistance information to property owners including connecting residents with County support services. The City also implements the CDBG Home Improvement program which can be used for certain home improvements for low-income homeowners in the City.
<b>10-8. Temporary Shelters</b>	Ongoing	This action item is implemented on an ongoing basis. The City works with nonprofit and regional partners, as well as County and service-provider agencies, to identify and

Action / Program	Timing	Comments and Status
		evaluate opportunities for temporary housing and shelter solutions for people experiencing homelessness, including during emergency and post-disaster situations. Coordination efforts are undertaken as appropriate based on available resources, partnerships, and identified needs, and are intended to support flexible, responsive solutions consistent with City policies and regional homelessness response efforts.

### MITIGATION MEASURES

As part of the preparation of the General Plan, an Environmental Impact Report was prepared which included the adoption of Mitigation Measures. The Mitigation Measures are to be implemented on an ongoing basis. The following table identifies all Mitigation Measures for the General Plan and provides an update on their implementation.

Mitigation Measure	Timing	Comments and Status
<b>11-1. Reduction of Exhaust Emissions from Construction Equipment</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. For certain construction projects subject to discretionary approval or CEQA review, the City requires incorporation of construction-related air quality and exhaust emission reduction measures through project conditions of approval, CEQA mitigation measures, and construction management requirements, as applicable. Compliance with these measures is reviewed and enforced through the discretionary review, permitting, and inspection process.
<b>11-2. Heath Risk Assessments</b>	Ongoing	Ongoing This action is implemented on a case-by-case basis for sensitive projects that may be exposed to higher levels of airborne pollution, an air quality assessment may be requested.
<b>11-3. Habitat Assessments</b>	Ongoing	Ongoing This action is implemented on a case-by-case basis. Most

<b>Mitigation Measure</b>	<b>Timing</b>	<b>Comments and Status</b>
		new development proposals are infilled and on previously developed land. For greenfield projects with existing habitat, studies are requested to ensure no sensitive habitat is being lost or damaged.
<b>11-4. Architectural Resource Assessments</b>	Ongoing	Ongoing All structures 50 years or older are subject to the City's Certificate of Demolition process which requires an assessment by a qualified Architectural Historian. If potential historical significance is identified, the property must be further evaluated through an intensive-level survey, and any resulting demolition would be subject to CEQA review.
<b>11-5. Archaeological Resource Assessments</b>	Ongoing	Ongoing The City addresses the potential for impacts to cultural and archaeological resources through the project review process in accordance with the California Environmental Quality Act (CEQA). When cultural resources are identified or discovered, the City requires appropriate measures, including monitoring, avoidance, preservation in place, or data recovery, consistent with state guidelines and professional standards.
<b>11-6. Paleontological Resource Assessments</b>	Ongoing	Ongoing The City addresses the potential for impacts to paleontological resources through the project review process in accordance with the California Environmental Quality Act (CEQA). When paleontological resources are identified or discovered, the City requires appropriate measures, including monitoring, avoidance, preservation in place, or data recovery, consistent with state guidelines and professional standards.

<b>Mitigation Measure</b>	<b>Timing</b>	<b>Comments and Status</b>
<b>11-7. Sewer Requirements for Northern Areas of the City</b>	Ongoing	Ongoing This action item is implemented on an as-needed, project-specific basis. The policy applies to a limited number of properties located at the northern edge of the City, generally north and northwest of Canyon Road. For any future development in this area, the City requires connection to the municipal sewer system and, where necessary, extension of sewer lines to serve proposed projects in order to avoid potential hazards associated with soils unsuitable for septic systems. Implementation is evaluated through the development review and engineering approval process based on site conditions and project characteristics.
<b>11-8. Construction Noise Reduction Measures</b>	Ongoing	Ongoing Projects that have the potential to generate high levels of construction related noise are required to complete a noise analysis and part of the entitlement process.
<b>11-9. Acoustical Study for Projects with High Levels of Ambient Noise</b>	Ongoing	Ongoing Residential projects that are located on properties adjacent to major roadways or the rail track are required to prepare a noise report on a case-by-case basis. All residential construction is required to meet minimum construction standards as required by CalGreen.
<b>11-10. Noise Assessment for Stationary Noise near Sensitive Receptors</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. For proposed commercial and industrial projects located adjacent to noise-sensitive receptors, the City requires preparation of a detailed noise assessment by a qualified acoustical consultant prior to approval, as determined through the development review process. Noise analyses evaluate stationary and operational noise sources using manufacturer-provided data or measurements from substantially similar equipment and project noise levels at on- and off-site sensitive uses. Compliance with the City’s noise standards is required, and any necessary mitigation measures—such as selection of quieter equipment, construction of barriers or enclosures,

Mitigation Measure	Timing	Comments and Status
		equipment placement, and loading area design—are incorporated into project design and/or conditions of approval as applicable.
<b>11-11. Groundborne Vibration Mitigation Plan</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. Prior to entitlement of projects with the potential to generate groundborne vibration, the City requires applicants to evaluate construction-related vibration impacts where sensitive receptors may be affected. When applicable, applicants are required to submit a construction-related vibration mitigation plan for review and approval.
<b>11-12. Water, Sewer, and Storm Drain Assessments</b>	Ongoing	Ongoing This action item is implemented on an ongoing basis. Prior to approval of development applications that may affect existing water, sewer, or storm drain infrastructure capacity, the City requires project applicants to evaluate potential impacts on each system, as determined by the City Engineer. Where infrastructure improvements are necessary to serve a proposed project, appropriate upgrades are identified and incorporated into project plans and conditions of approval, subject to review and approval by the City Engineer. If required improvements extend beyond City jurisdiction, including facilities owned by the Sanitation Districts of Los Angeles County, the City requires applicants to coordinate with the applicable agency and complete required improvements or fair-share contributions to the satisfaction of the responsible jurisdiction.
<b>11-13. Mixed Use Development</b>	Short-term (1-5 years) for preparation of site list; ongoing encouragement of	Complies Mixed-Use development is allowed in all Downtown Zones. Residential development is incentivized as there is no Floor Area Ratio limitation applicable to residential uses. Lot consolidation incentives are also incorporated in the Development Code. Subsequent rezones throughout the City, in compliance with the Housing Element updates and new State laws, have further encouraged mixed-use development and standalone

<b>Mitigation Measure</b>	<b>Timing</b>	<b>Comments and Status</b>
	Mixed Use projects	residential development in commercial areas.
<b>11-14. LEED and other Green Certifications and Ratings</b>	Ongoing	Ongoing The City supports and encourages any developer that received LEED or other green certifications. No specific program exists to incentivize receiving these types of certifications. Furthermore, CalGreen has incorporated additional code provisions over time that require green building practices which has improved the environmental sustainability of much new construction.
<b>11-15. California Attorney General and CAPCOA Policies</b>	Short-term (1-5 years)	Ongoing The City's approach to climate change and greenhouse gas reduction has continued to evolve in response to updated state laws and guidance adopted since the publication of these documents. The referenced CAPCOA policies are no longer best practice.

## MAJOR PROJECTS AND PLANNING EFFORTS IN 2025

### MAJOR DEVELOPMENT PROJECTS

Throughout the year 2025, two major development projects were approved by the City.

#### ***Alexan Arroyo – 325 N. Santa Anita Avenue***

The project consists of the construction of a new eight story mixed-use development consisting of 359 dwelling units, which include 315 market-rate dwelling units, 35 affordable, very low income dwelling units, and nine (9) live/work units. There will be a three -level above ground parking garage, and residential amenities such as a co-working space, a fitness center, lounge, and bicycle storage room.

#### ***Arcadia Town Center – 5-19 W. Huntington Drive & 25-75 N. Santa Anita Avenue***

The Arcadia Town Center Project proposes the construction of a mixed-use development consisting of one 440,938 square foot, five story building with one level of subterranean parking and one level of ground level parking. The Project includes 181 residential units; 3,890 sf of residential amenities; 38,713 sf of public and private open space; 13,130 sf of ground-floor commercial uses facing toward Huntington Drive and Santa Anita Avenue; and 378 parking spaces.

### PLANNING ACTIVITIES AND STUDIES

During 2025, the City approved Text Amendment No. TA 24-01. The Text Amendment comprehensively updated the City's Accessory Dwelling Unit (ADU) Ordinance, completed implementation action 5-37 from the Housing Element, and included various minor text cleanups to the Development Code.

### GENERAL PLAN AMENDMENTS

No General Plan Amendments were commenced or undertaken during the year 2025.

## CONCLUSION

This Annual Report provides a snapshot of the City's current General Plan status and documents housing production, planning, and major development projects undertaken during the year 2025.

The City remains committed to ongoing monitoring of the General Plan and to maintaining compliance with applicable State requirements. Staff will continue to track development activity, legislative changes, and implementation progress to ensure the General Plan remains current and effective.

Looking ahead to 2026, the City will focus on continued implementation of the Housing Element to meet the City's RHNA and compliance with State laws which may necessitate targeted General Plan updates.

## REFERENCES

Annual Progress Report Memo (2025), Governor's office of Land Use and Climate Innovation: [https://lci.ca.gov/planning/general-plan/docs/20260121-APR\\_Memo\\_Reporting\\_Year\\_2025.pdf](https://lci.ca.gov/planning/general-plan/docs/20260121-APR_Memo_Reporting_Year_2025.pdf)

Assembly Bill 1889. <https://legiscan.com/CA/text/AB1889/2023>

Senate Bill 1425. <https://legiscan.com/CA/text/SB1425/id/2609397>

Arcadia General Plan (2010), City of Arcadia  
[https://www.arcadiaca.gov/government/development\\_services/planning\\_zoning\\_services/general\\_plan/index.php](https://www.arcadiaca.gov/government/development_services/planning_zoning_services/general_plan/index.php)

## **CITY OF ARCADIA**

240 W. Huntington Drive

Arcadia, CA 91006

*Prepared by*

Planning Services | Development Services Department

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# Attachment No. 2

Housing Element 2025 Report

**Please Start Here**

General Information	
Jurisdiction Name	Arcadia
Reporting Calendar Year	2025
Contact Information	
First Name	Jeramie
Last Name	Brogan
Title	Senior Management Analyst
Email	jbrogan@ArcadiaCA.gov
Phone	6262944844
Mailing Address	
Street Address	240 W. Huntington Drive
City	Arcadia
Zipcode	91007

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

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**Optional:** This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

**Optional:** This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Submittal Instructions
<p><b>Please save your file as Jurisdictionname2025 (no spaces).</b> Example: the City of San Luis Obispo would save their file as SanLuisObispo2025</p> <p>Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:</p> <p><b>1. Online Annual Progress Reporting System - Please see the link to the online system to the left.</b> This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email <a href="mailto:APR@hcd.ca.gov">APR@hcd.ca.gov</a> and HCD will send you the login information for your jurisdiction. <i>Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.</i></p>

Link to the online system: <https://hcd.my.site.com/hcdconnect>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

2. **Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov) and to OPR at [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov). Please send the Excel workbook, not a scanned or PDF copy of the tables.

Jurisdiction	Arcadia	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	0
	Non-Deed Restricted	0
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		154
<b>Total Units</b>		<b>154</b>

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	24	14	17
2 to 4 units per structure	14	22	21
5+ units per structure	455	20	0
Accessory Dwelling Unit	38	98	76
Mobile/Manufactured Home	0	0	0
<b>Total</b>	<b>531</b>	<b>154</b>	<b>114</b>

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	125	154
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	146
Number of Proposed Units in All Applications Received:	470
Total Housing Units Approved:	121
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	117	151
Discretionary	29	319

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	2
Number of Units in Applications Submitted Requesting a Density Bonus	216
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	37
Sites Rezoned to Accommodate the RHNA	0













Jurisdiction	Arcadia	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B Regional Housing Needs Allocation Progress Permitted Units Issued by Affordability														
Income Level	RHNA Allocation by Income Level	Projection Period - 06/30/2021 - 10/14/2021	2										3	4
			2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)		
Acutely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Extremely Low	Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Very Low	Deed Restricted	1,102	-	-	-	26	-	-	-	-	-	-	-	26
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	1,076
Low	Deed Restricted	570	-	-	-	-	-	-	-	-	-	-	-	570
	Non-Deed Restricted	-	-	-	-	-	-	-	-	-	-	-	-	-
Moderate	Deed Restricted	605	-	-	-	-	-	-	-	-	-	-	-	605
	Non-Deed Restricted	937	41	10	131	123	411	154	-	-	-	-	870	67
Total RHNA		3,214												
Total Units			41	10	131	123	437	154	-	-	-	-	896	2,318

\*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

\*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):  
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"  
- If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).  
- All Acutely Low-income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

\*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).



**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

Jurisdiction		Arcadia	Reporting Year		2025 (Jan. 1 - Dec. 31)	Table D Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report									
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.									
1	2	3	4	5	6	7	8	9	
Name of Program	Objective	Projected Completion Date in Housing Element	Applicable Cycle	Status of Program Implementation	Program Implementation Details	Quantified Outcomes: Category	Quantified Outcomes: Count	Supporting Documents	
5-1. Home Rehabilitation	• Continue to provide loans to qualified low- and moderate-income homeowners. • Encourage homeowners to include energy efficiency improvements as part of the rehabilitation projects. • Utilize social media and City newsletters to disseminate information to homeowners regarding rehabilitation standards and the Home Improvement Program on a quarterly basis. • Improve up to 14 housing units annually	Engage in outreach on a quarterly basis that will begin after the Housing Element Adoption; Ongoing provision of assistance; annual allocation of funding	6th Cycle	Continuous	The CDBG-funded Home Improvement Program continues to be implemented. Qualifying applicants are approved in accordance with HUD requirements. In 2025, no applications were completed. The maximum grant amount is \$25,000 for Single Family Residences and \$20,000 for Multi-family units. The program is advertised on the City website (ArcadiaCA.gov/HP). Program brochures are available at Arcadia City Hall and provided to eligible property owners in need of home rehabilitation.	Households		View the Home Improvement Program at ArcadiaCA.gov/HP.	
5-2. Code Enforcement	• Continue code enforcement activities and correct households in need with City rehabilitation programs. • Provide proactive code enforcement of vacant properties by conducting outreach to the surrounding community to provide information on how to report property maintenance concerns and working to contact property owners and resolve code violations	Begin outreach within 3 months of Housing Element adoption; Conduct outreach on an ongoing quarterly basis	6th Cycle	Continuous	Code Enforcement continues to work with owners to rectify violations. The CDBG Home Improvement Program is available for any qualifying applicants and referrals from the Code Enforcement Division are provided on an as-needed basis. In addition, the City maintains and promotes a residential Unoccupied Residence Registration program which establishes regulations and registration requirements for unoccupied residences in the City.	Other	1	More information on Code Services & Enforcement can be found at ArcadiaCA.gov/CodeServices.	
5-3. Residential Design Guidelines	• Disseminate information to property owners regarding the Residential Design Guidelines. • Continue to apply design guidelines through plan-check and review process. • Review and update objective design standards for compliance with State Law	Objective Design Standards have been approved as of August 2022 and the new standards will be implemented over the next six (6) months.	6th Cycle	Completed	The Residential Design Guidelines were approved in 2019. They are available on the City's website at ArcadiaCA.gov/designguidelines. Applicants and members of the public are made aware of them as part of any inquiries or applications for development. The Objective Design Standards were adopted in 2022 and are being implemented for applicable projects.	Other	1	The Design Guidelines can be found at ArcadiaCA.gov/DesignGuidelines, and the Objective Design Standards and Ordinance No. 2390 can be found at ArcadiaCA.gov/ObjectiveDesignStandards	
5-4. Preservation of At-Risk Units	Pursuant to Government Code 65963.10-13, the City will notify owners of affordable properties of the State Preservation Notice Law that requires rental housing with expiring subsidies to be offered for sale first to qualified preservation purchasers at market value. • Annually monitor the status of at-risk units annually by maintaining contact with the property owner and HUD Multifamily Housing division. • Ensure that adequate notice is provided to the tenants if the Section 8 contract is not renewed. • Encourage County of Los Angeles Housing Authority to pursue special Section 8 vouchers from HUD, which are reserved for very low-income households displaced by the expiration of project-based Section 8 assistance. • Work with the property owner to secure additional funding to replace the Section 8 funding if necessary	Ongoing; annually monitor status of at-risk units; immediately notify property owners with expiring subsidies.	6th Cycle	Continuous	The City, within its capacity, continues to monitor Naam Gardens, which provides 100 units affordable to very low- and low-income elderly mobility impaired households, on annual basis by maintaining contact with the property owner and HUD Multifamily Housing division to ensure continued funding through the Section 8 program. The City also has two other affordable housing developments - Campus Commons and Heritage Park - which are monitored to ensure affordable housing continues to be provided. These properties are not considered at risk of conversion to market-rate housing.	Other	1	ArcadiaCA.gov/AffordableHousing	
5-5. Preservation of Middle-Income Housing Through New Housing Providers	Support the issuance of tax-exempt bonds to create or preserve middle-income rental housing	MCU with Middle-Income Housing Providers Entered, Annual Review	6th Cycle	Completed	The City Council adopted resolutions to join two Housing Authorities, CalCHA and CSCDACIA. These authorities create middle income multifamily housing through the issuance of tax-exempt bonds to acquire existing apartment buildings. The acquired units are then converted to rent restricted housing for middle-income households earning no greater than 120% of the Area Median Income (AMI) with rent capped at no greater than 35% AMI.	Other	1	Resolutions 7358 and 7359, related to CalCHA and CSCDACIA can be found at <a href="https://arcadica.arcadia.ca.gov/WebLink/Welcome.aspx?dtd=0&amp;cr=1">https://arcadica.arcadia.ca.gov/WebLink/Welcome.aspx?dtd=0&amp;cr=1</a>	

5-6. Residential Sites Inventory	Update the inventory of vacant and underutilized sites annually to ensure adequate sites are available to accommodate the remaining RHNA. • Provide sites inventory to interested developers. • Monitor the development trends in the City annually, particularly on the sites identified in this Housing Element to ensure that the City has adequate remaining capacity for meeting the RHNA. Identify additional sites to replenish the sites inventory if necessary.	Ongoing monitoring; Update annually	6th Cycle	Continuous	The Sites Inventory was updated as a part of the 6th Cycle Housing Element Update. The City continues to monitor the Sites Inventory to ensure that the City has adequate remaining capacity to meet the RHNA. The Sites Inventory is available at <a href="http://ArcadiaCA.gov/housing">ArcadiaCA.gov/housing</a> and is provided to interested developers upon request.	Other	1	ArcadiaCA.gov/Housing
5-7. Expansion of the Downtown Mixed-Use Area to Permit Residential Uses	• Pursuant to Government Code section 65583.2, subdivisions (h) and (i), the City will commit to the following specific actions: • Permit owner-occupied and rental multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. By-right development will not require a CUP, planned unit development permit, or other discretionary review or approval. • Accommodate a minimum of 16 units per site. • Require a minimum density of 20 units per acre; and • At least 50 percent of the lower-income need must be accommodated on sites designated for residential use or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need, if those sites. • Allow 100 percent residential use, and • Require residential use occupy 50 percent of the total floor area of a mixed-use project. • Rezone commercial properties identified in the Sites Inventory within Downtown Arcadia to accommodate high residential density development. • Inform developers of and encourage the development of housing on these sites. • Annually monitor the trend of redevelopment on these sites to evaluate the effectiveness of the strategy for facilitating the reuse of underutilized sites. As necessary, revise the City's strategy to encourage development on underutilized properties.	Within 36 months of adoption of the 6th Cycle Housing Element	6th Cycle	Completed	The rezones for the Downtown Mixed-Use Expansion were approved by the Arcadia City Council in February 2024.	Other	1	Resolution No. 7543, Ordinance No. 2399, and Ordinance No. 2400 can be found on the City's Housing Element Update website <a href="http://ArcadiaCA.gov/HOU">ArcadiaCA.gov/HOU</a> under "Citywide Rezones for the Housing Element Update"
5-8. Establish an Overlay in the Downtown Mixed-Use Area to Permit Residential Uses	• Pursuant to Government Code section 65583.2, subdivisions (h) and (i), the City will commit to the following specific actions: • Permit owner-occupied and rental multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. By-right development will not require a CUP, planned unit development permit, or other discretionary review or approval. • Accommodate a minimum of 16 units per site. • Require a minimum density of 20 units per acre; and • At least 50 percent of the lower-income need must be accommodated on sites designated for residential use or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need, if those sites. • Allow 100 percent residential use, and • Require residential use occupy 50 percent of the total floor area of a mixed-use project. • Implement an overlay to properties identified in the Sites Inventory within Downtown Arcadia to accommodate high residential density development. • Inform developers of and encourage the development of housing on these sites. • Annually monitor the trend of redevelopment on these sites to evaluate the effectiveness of the strategy for facilitating the reuse of underutilized sites. As necessary, revise the City's strategy to encourage development on underutilized properties.	Within 36 months of adoption of the 6th Cycle Housing Element	6th Cycle	Completed	The rezones for the Downtown Mixed-Use Overlay were approved by the Arcadia City Council in February 2024.	Other	1	Resolution No. 7543, Ordinance No. 2399, and Ordinance No. 2400 can be found on the City's Housing Element Update website <a href="http://ArcadiaCA.gov/HOU">ArcadiaCA.gov/HOU</a> under "Citywide Rezones for the Housing Element Update"
5-9. Increase the Residential Density of the Mixed Use Zone	• Pursuant to Government Code section 65583.2, subdivisions (h) and (i), the City will commit to the following specific actions: • Permit owner-occupied and rental multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. By-right development will not require a CUP, planned unit development permit, or other discretionary review or approval. • Accommodate a minimum of 16 units per site. • Require a minimum density of 20 units per acre; and • At least 50 percent of the lower-income need must be accommodated on sites designated for residential use or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need, if those sites. • Allow 100 percent residential use, and • Require residential use occupy 50 percent of the total floor area of a mixed-use project. • Increase density of the existing Mixed-Use zone identified in the Sites Inventory to accommodate higher density residential development. • Inform developers of and encourage the development of housing on these sites. • Annually monitor the trend of redevelopment on these sites to evaluate the effectiveness of the strategy for facilitating the reuse of underutilized sites. As necessary, revise the City's strategy to encourage development on underutilized properties.	Within 36 months of adoption of the 6th Cycle Housing Element	6th Cycle	Completed	The rezones for the residential density increase in the Mixed Use (MU) Zone were approved by the Arcadia City Council in February 2024.	Other	1	Resolution No. 7543, Ordinance No. 2399, and Ordinance No. 2400 can be found on the City's Housing Element Update website <a href="http://ArcadiaCA.gov/HOU">ArcadiaCA.gov/HOU</a> under "Citywide Rezones for the Housing Element Update"
5-10. Expand and Update the Residential Flex Overlay in the Las Tunas Corridor	• Pursuant to Government Code section 65583.2, subdivisions (h) and (i), the City will commit to the following specific actions: • Permit owner-occupied and rental multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. By-right development will not require a CUP, planned unit development permit, or other discretionary review or approval. • Accommodate a minimum of 16 units per site. • Require a minimum density of 20 units per acre; and • At least 50 percent of the lower-income need must be accommodated on sites designated for residential use or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need, if those sites. • Allow 100 percent residential use, and • Require residential use occupy 50 percent of the total floor area of a mixed-use project. • Increase density of the Las Tunas Residential Flex Overlay on properties identified in the Sites Inventory to accommodate higher density residential, mixed-use development. • Inform developers of the Overlay and encourage the development of housing on these sites. • Annually monitor the trend of redevelopment on these sites to evaluate the effectiveness of the strategy for facilitating the reuse of underutilized sites. As necessary, revise the City's strategy to encourage development on underutilized properties.	Within 36 months of adoption of the 6th Cycle Housing Element	6th Cycle	Completed	The rezones for the Residential Flex Overlay were approved by the Arcadia City Council in February 2024.	Other	1	Resolution No. 7543, Ordinance No. 2399, and Ordinance No. 2400 can be found on the City's Housing Element Update website <a href="http://ArcadiaCA.gov/HOU">ArcadiaCA.gov/HOU</a> under "Citywide Rezones for the Housing Element Update"

5-11. Expand and Update the Residential Flex Overlay in the Live Oak Corridor	Pursuant to Government Code section 65563.2, subdivisions (h) and (i), the City will commit to the following specific actions: • Permit owner-occupied and rental multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. By-right development will not require a CUP, planned unit development permit, or other discretionary review or approval. • Accommodate a minimum of 16 units per site. • Require a minimum density of 20 units per acre, and • At least 50 percent of the lower-income need must be accommodated on sites designated for residential use or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need. If those sites • Allow 100 percent residential use, and • Require residential use occupy 50 percent of the total floor area of a mixed-use project • Implement a Live Oak Residential Flex Overlay to commercially zoned properties identified in the Sites Inventory to accommodate higher density residential development. • Inform developers of the Overlay and encourage the development of housing on these sites • Annually monitor the trend of redevelopment on these sites to evaluate the effectiveness of the strategy for facilitating the reuse of underutilized sites. As necessary, revise the City's strategy to encourage development on underutilized properties.	Within 30 months of adoption of the 6th Cycle Housing Element	6th Cycle	Completed	The rezones for the Residential Flex Overlay were approved by the Arcadia City Council in February 2024.	Other	1	Resolution No. 7543, Ordinance No. 2399, and Ordinance No. 2400 can be found on the City's Housing Element Update website ArcadiaCA.gov/HEU, under "Citywide Rezones for the Housing Element Update"
5-12. Establish an Overlay to Permit Residential Uses in the Commercial General Zone	Pursuant to Government Code section 65563.2, subdivisions (h) and (i), the City will commit to the following specific actions: • Permit owner-occupied and rental multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. By-right development will not require a CUP, planned unit development permit, or other discretionary review or approval. • Accommodate a minimum of 16 units per site. • Require a minimum density of 20 units per acre, and • At least 50 percent of the lower-income need must be accommodated on sites designated for residential use or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need. If those sites • Allow 100 percent residential use, and • Require residential use occupy 50 percent of the total floor area of a mixed-use project • Establish an overlay to allow residential development on Commercial General zoned properties • Inform developers of the Overlay and encourage the development of housing on these sites • Annually monitor the trend of redevelopment on these sites to evaluate the effectiveness of the strategy for facilitating the reuse of underutilized sites. As necessary, revise the City's strategy to encourage development on underutilized properties.	Within 30 months of adoption of the 6th Cycle Housing Element	6th Cycle	Completed	The rezones for the Residential Flex Overlay Zone were approved by the Arcadia City Council in February 2024.	Other	1	Resolution No. 7543, Ordinance No. 2399, and Ordinance No. 2400 can be found on the City's Housing Element Update website ArcadiaCA.gov/HEU, under "Citywide Rezones for the Housing Element Update"
5-13. Increase the Density of the R-3 Zone	Pursuant to Government Code section 65563.2, subdivisions (h) and (i), the City will commit to the following specific actions: • Permit owner-occupied and rental multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. By-right development will not require a CUP, planned unit development permit, or other discretionary review or approval. • Accommodate a minimum of 16 units per site. • Require a minimum density of 20 units per acre, and • At least 50 percent of the lower-income need must be accommodated on sites designated for residential use or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need. If those sites • Allow 100 percent residential use, and • Require residential use occupy 50 percent of the total floor area of a mixed-use project • Increase density of the existing R-3 zone identified in the Sites Inventory to accommodate higher density residential development. • Inform developers of and encourage the development of housing on these sites • Annually monitor the trend of redevelopment on these sites to evaluate the effectiveness of the strategy for facilitating the reuse of underutilized sites. As necessary, revise the City's strategy to encourage development on underutilized properties.	Within 30 months of adoption of the 6th Cycle Housing Element	6th Cycle	Completed	The rezones for the residential density increase in the Multi-Family Residential (R3) zone were approved by the Arcadia City Council in February 2024.	Other	1	Resolution No. 7543, Ordinance No. 2399, and Ordinance No. 2400 can be found on the City's Housing Element Update website ArcadiaCA.gov/HEU, under "Citywide Rezones for the Housing Element Update"
5-14. Develop a Specific Plan for the Arcadia Golf Course	Pursuant to Government Code section 65563.2, subdivisions (h) and (i), the City will commit to the following specific actions: • Permit owner-occupied and rental multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. By-right development will not require a CUP, planned unit development permit, or other discretionary review or approval. • Accommodate a minimum of 20 units per site. • Require a minimum density of 20 units per acre, and • At least 50 percent of the lower-income need must be accommodated on sites designated for residential use or on sites zoned for mixed uses that accommodate all of the very low and low-income housing need. If those sites • Allow 100 percent residential use, and • Require residential use occupy 50 percent of the total floor area of a mixed-use project. • Enter a Purchase and Sale Agreement and Development Agreement • Develop a specific plan that will allow for a minimum of 60 units affordable to low and very low income households. • The City will monitor the progress of the Specific Plan and the bailout to ensure that at least 60 units affordable to low and very low income households are built. Should the City not achieve what was identified in the inventory, additional sites will be identified to meet the RHNA.	Finalize Specific Plan in 2023; anticipates the development of units on the site in 2025	6th Cycle	Not Yet Started	Although this strategy remains part of the City's 6th Housing Element Cycle, it has not progressed along the originally anticipated timeline. As previously noted, the rezonings approved in February 2024 exceed the City's initial housing production targets. Any future housing development would be subject to the City's standard development review procedures and CEQA analysis. The site has completed the required Surplus Lands Act process. In addition, the City has agreed to HCD's requirement that any future residential project include a minimum of 10% affordable units.	Other		See Table H.
5-15. Encourage Development of Sites Listed in Inventory	Host a webpage for the Sites Inventory as shown in Appendix A • Identify incentives to encourage developers to develop affordable housing • Review and update the Sites Inventory as necessary and provide information to interested developers • Annually review development trends to evaluate the effectiveness of incentive programs and revise as necessary	Ongoing, Within 12 months of adoption of the Housing Element	6th Cycle	Continuous	The Sites Inventory has been made available to developers and the public on the City's Housing webpage: ArcadiaCA.gov/Housing. Text amendments were adopted in 2024 which include incentives for affordable housing.	Other	1	ArcadiaCA.gov/Housing
5-16. Housing Density Bonus	Continue to evaluate and update the density bonus section of the City's Municipal Code to ensure consistency with State Law. • Promote State density bonuses which are an effective incentive to aid in the development of affordable housing units through providing concessions to proposed developments that meet specific affordability criteria.	Update Municipal Code within 12 months of adoption of the Housing Element	6th Cycle	Continuous	The Density Bonus regulations were updated in 2024, as part of Ordinance No. 2400, and the City will continue to update the Development Code to follow State Density Bonus law.	Other	1	Ordinance No. 2400 can be found on the City's Housing Element Update website ArcadiaCA.gov/HEU, under "Citywide Rezones for the Housing Element Update"

5-17. ADU and JADU Incentive and Monitoring Program	Monitor the development of ADUs to identify strategies to incentivize ADU production • Working with existing ADU owners to maintain existing affordable ADU rentals • Establishing fee waivers for ADUs that will be made affordable to low and very low income households • Developing and public awareness campaign by developing public outreach materials on the City's website and other print and digital media • Evaluate and assess the appropriateness of additional incentives to encourage ADU development	Analyze methods within 12 months of Housing Element adoption. Establish programs (such as fee waivers) within 24 months of Housing Element adoption; outreach to ADU property owners regarding affordable ADU rentals on a semi-annual basis. Monitor the production and affordability of ADUs every two years of the planning period with annual monitoring and review of ADU incentives if it is determined these units are not meeting the lower-income housing need, the Town shall ensure other housing sites are available to accommodate the unmet portion of the lower-income RHNA. If additional sites must be rezoned, they will be consistent with Government Code Sections 65503(h) and 65583.2(i).	6th Cycle	In Progress	Accessory Dwelling Unit (ADU) and Junior ADU (JADU) projects are tracked annually by the City. The City created a Pre-Approved ADU program to incentivize ADU production. Within this Housing Cycle, the City is exploring options for other incentives.	Other	1	ArcadiaCA.gov/PAADU
5-18. Candidate Sites Used in Prior Housing Element Planning Cycle	Amend the Zoning Code to permit residential uses by-right for housing development where at least 20-percent of units are affordable and were identified in the prior planning period	Within 30 months of adoption of the 6th Cycle Housing Element	6th Cycle	Completed	Text amendments were approved by the City Council in February 2024.	Other	1	Resolution No. 7543, Ordinance No. 2399, and Ordinance No. 2400 can be found on the City's Housing Element Update website ArcadiaCA.gov/HEU, under "Citywide Rezones for the Housing Element Update"
5-19. Inclusionary Housing Policy	Adopt interim inclusionary policy • Explore and evaluate inclusionary options • Adopt an inclusionary Ordinance if feasible	Adopt interim inclusionary policy within 9 months of Housing Element adoption and finalize the Ordinance for adoption within 36 months of the Housing Element	6th Cycle	Completed	The Inclusionary Housing Ordinance No. 2402 and In-Lieu Fee Resolution No. 7612 were approved by the City Council in April 2025 and were in effect beginning July 1, 2025.	Other	1	View Ordinance No. 2402 and Resolution No. 7612 at ArcadiaCA.gov/HD
5-20. Lot Consolidation Incentives	Utilize the City's website and relationship with developers to advertise the Lot Line Adjustment process and incentives associated • Continue to offer the following incentives to facilitate consolidation of small properties into larger parcels: • Fee waivers • Priority in permit processing • Work with developers to identify additional incentives that could include: • Feasible Development Standards (setback requirements, reduced parking or increased height) • Committing resources for development of affordable housing on small sites • Priority in permit processing • Update Fee Schedule to reflect Lot Consolidation Incentives	Update fee schedule within 12 months of adoption of the Housing Element. Determine and implement additional incentives within 12 months of adoption of the Housing Element	6th Cycle	Completed	The City has existing provisions for multi-family lot consolidation incentives, such as fee waivers, expedited review processes and other incentives to accommodate new housing.	Other	1	ArcadiaCA.gov/developmentcode/Divisidn2, Section 9102.05.050 - Meet Use Lot Consolidation Incentive Program-applicable to the Downtown Zones.
5-21. Preservation of Rental Opportunities	Work with developers to ensure Moderate or Low and Very Low-income housing is replaced if demolished	Ongoing	6th Cycle	Continuous	The City complies with the State requirements related to replacement of housing units, generally, and affordable housing for lower income households. The Planning Division verifies if replacement housing is necessary before a project is approved and demolished.	Other	1	N/A
5-22. Replacement Unit Program	Mitigate the loss of affordable housing units and require new housing developments to replace all affordable units lost due to new development	Program will be implemented immediately and applied as applications on identified sites are received and processed. Local policy shall be adopted within 12 months of Housing Element adoption	6th Cycle	Completed	The City complies with the State requirements related to replacement of housing units, generally, and affordable housing for lower income households. In 2025, a SB330 Unit Replacement and Relocation Affidavit Form was created and is being implemented to ensure that there would be no loss of existing affordable housing units.	Other	1	N/A
5-23. Public Information about Affordable Housing	Distribute materials with information for the development of affordable housing to developers • Explore methods to further disseminate affordable housing incentive information to developers	Ongoing: Review brochure annually; Update brochure on an as-needed basis. Outreach conducted annually.	6th Cycle	Continuous	The City has created a detailed website, ArcadiaCA.gov/Housing, which is updated as new information becomes available.	Other	1	ArcadiaCA.gov/Housing
5-24. Employee Housing, Emergency Shelters, Transitional, and Supportive Housing	Align with State law that would provide emergency shelters, transitional and supportive housing by amending the City's Municipal Codes to align with State objectives • Update the City's Municipal Code with the definition of employee housing consistent with State Law	Adopt Code Amendments within 12 months of Housing Element adoption	6th Cycle	Completed	Text amendments were approved by the City Council in February 2024 to provide consistency with State law and included new regulations for employee housing.	Other	1	Ordinance No. 2400 can be found on the City's Housing Element Update website ArcadiaCA.gov/HEU, under "Citywide Rezones for the Housing Element Update"
5-25. Participation in the San Gabriel Valley Housing Trust	Work with the San Gabriel Valley Housing Trust to identify funding opportunities for affordable housing development or support	Ongoing: Within 12 months of adoption of the Housing Element and annually thereafter	6th Cycle	Continuous	The City's membership with the San Gabriel Valley Regional Housing Trust is current and communication between the City and the Trust regarding affordable housing opportunities is ongoing.	Other	1	N/A
5-26. SB 35 Streamlining	Update the City's Municipal Code or website with written procedures consistent with what is required by SB 35	Within 12 months of adoption of the 6th Cycle Housing Element	6th Cycle	Completed	The City created an application form and checklist for SB35, which can be found at ArcadiaCA.gov/ApplicationsandForms. Objective Design Standards, applicable for SB 35 projects, were adopted by the City in September 2022.	Other	1	View the documents at ArcadiaCA.gov/ApplicationsandForms, or "Planning Services."

5-27. Section 8 Housing Choice Voucher Program	Continue to participate in the federally sponsored Section 8 Housing Choice Voucher program. • Disseminate information to the public regarding the Section 8 Program and promote participation by rental property owners. • Coordinate with the County of Los Angeles strive to provide Section 8 Vouchers to at least 90 families annually.	Ongoing, Implementation within 12 months of adoption of the Housing Element; The City will disseminate information about Section 8 and promote public participation on an annual basis	6th Cycle	Continuous	The City continues to participate in the Section 8 Housing Choice Voucher program through the Los Angeles County Housing Authority. The City does not provide specific information about the Section 8 program, but forwards inquiries to the Los Angeles County Housing Authority who administers the program. Information on the Section 8 Housing Choice Voucher program is available on the City's Affordable Housing website.	Other	1	Information on the Section 8 Housing Choice Voucher program can be found at <a href="https://ArcadiaCA.gov/AffordableHousing">ArcadiaCA.gov/AffordableHousing</a>
5-28. Affordable Housing for Families and Persons with Special Needs	Explore potential for incentive programs for the development of senior housing and services • Identify incentives to encourage developers to pursue housing projects for persons with developmental disabilities • Provide developers with information on identified incentive programs online and at City Hall • Maintain a list of qualified housing developers with a track record of providing affordable housing that is of high quality and well managed. Annually contact these developers to explore opportunities for affordable housing in Arcadia. • Assist developers in the application of funding for affordable housing development that promotes quality development. Annually explore funding opportunities with potential developers • Pursue housing at Santa Anita Race track for groomsmen, targeting extremely low and lower income. • Annually monitor the success of incentive programs and revise them as necessary • Update Municipal Code to be comply with Comply with Health and Safety Code 17021.5, 17021.6 and 17021.8 and address the needs of Agricultural Employees and Farmworkers • The City will adopt land use policies to target supporting approximately 20 extremely-low income households annually, particularly along key transit corridors to allow for increased mobility and revitalization of key commercial corridors.	Update Municipal Code within 12 months of Housing Element adoption; identify and implement incentives for senior housing and services within 12 months of Housing Element adoption; annually contact developers to explore affordable housing opportunities in the City; annually explore funding opportunities with potential developers; annually review and revise incentive programs for Special Needs populations	6th Cycle	Completed	Text amendments were approved by the City Council in February 2024 under Ordinance No. 2400.	Other	1	Ordinance No. 2400 can be found on the City's Housing Element Update website <a href="https://ArcadiaCA.gov/HEU">ArcadiaCA.gov/HEU</a> , under "Citywide Rezones for the Housing Element Update"
5-29. Homeless Program Assistance	Investigate opportunities to provide funding to local organizations to support individuals experiencing homelessness	Disseminate information on a quarterly basis through City newsletters, host two workshops annually.	6th Cycle	Continuous	The City's Recreation Department coordinates homeless outreach with assistance from Los Angeles Centers for Drug and Alcohol Abuse (L.A. CADA). Since 2022, the City of Arcadia has contracted with L.A. CADA for homeless case management and housing navigation services. Arcadia funds three full-time case managers that assist with street outreach, mental health support, substance abuse services, benefit services, essential resource distribution, rental assistance (application fees & security deposits), reunification services, housing placement, and more.	Other	1	Information on Homeless assistance programs can be found at <a href="https://ArcadiaCA.gov/Homeless">ArcadiaCA.gov/Homeless</a>
5-30. Housing Sustainability	Continue to enforce City building codes and ordinances to enhance energy efficiency in residential construction and maintenance	Marketing and promotion of sustainability programs and codes is already occurring and will continue to be ongoing	6th Cycle	Continuous	Through the development process, the City continues to enforce City building codes and ordinances, including Green building codes, construction recording, water efficiency and sustainable Arcadia education program to enhance energy efficiency in residential construction and maintenance. The City adopted the 2025 California Building Code that went into effect January 1, 2026.	Other	1	<a href="https://ArcadiaCA.gov/Building">ArcadiaCA.gov/Building</a>
5-31. Fair Housing	Collaborate with appropriate capable organizations to review housing discrimination complaints, assist in the facilitation of equitable dispute resolution, and, where necessary, refer complainants to appropriate state or federal agencies for further investigation, action, and resolution. • Participate in the Analysis of Impediments to Fair Housing Choice and other fair housing planning efforts coordinated by the Los Angeles County Community Development Commission.	Implementation to begin within 12 - 24 months of adoption	6th Cycle	Continuous	Ongoing. The City contracts with the Housing Rights Center (HRC) to provide fair housing services to residents. City also provides information on fair housing and the services provided by the HRC in the City newsletter, social media, and print publications. As part of Arcadia's current contract, the HRC may host an annual workshop for Arcadia residents. Information on fair housing is also available on the City's Housing Assistance webpage: <a href="https://ArcadiaCA.gov/Housinghelp">ArcadiaCA.gov/Housinghelp</a> .	Other	1	Information on Fair Housing can be found at <a href="https://ArcadiaCA.gov/Housinghelp">ArcadiaCA.gov/Housinghelp</a>
5-32. Fair Housing Assistance	Continue to contract with a provider to provide fair housing services to residents. • Disseminate information to the public through the City's newsletter and community events on the array of fair housing programs and services provided by the City	Ongoing	6th Cycle	Continuous	Ongoing. The City contracts with the Housing Rights Center (HRC) to provide fair housing services to residents, and the City promotes the HRC's services through newsletter articles, the City's Housing Assistance webpage, social media, and information is provided in response to inquiries in-person and over the phone. In 2024, the HRC hosted a virtual workshop for Arcadia tenants and landlords, which included fair housing information. There was a total of 27 participants.	Other	1	Information on Fair Housing can be found at <a href="https://ArcadiaCA.gov/Housinghelp">ArcadiaCA.gov/Housinghelp</a>
5-33. Supportive Housing/Low Barrier Navigation Centers	Adopt code amendments to establish supportive housing and low barrier navigation centers "by right" if the project meets requirements established by State Law.	Adopt Code Amendments within 24 months of Housing Element adoption	6th Cycle	Completed	Text amendments were approved by the City Council in February 2024 to provide consistency with State law.	Other	1	Ordinance No. 2400 can be found on the City's Housing Element Update website <a href="https://ArcadiaCA.gov/HEU">ArcadiaCA.gov/HEU</a> , under "Citywide Rezones for the Housing Element Update"





Jurisdiction	Arcadia
Reporting Period	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT**  
**Housing Element Implementation**

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**Table F**

**Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)**

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup> . For detailed reporting requirements, see the checklist here: <a href="https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf">https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf</a>
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									









Jurisdiction	Arcadia
Reporting Period	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

**ANNUAL ELEMENT PROGRESS REPORT**

**Table K  
Tenant Preference Policy**

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No	
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		







# CITY OF ARCADIA

## STAFF REPORT

### POLICE DEPARTMENT

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH ROYAL COACHES AUTO BODY & TOWING FOR OFFICIAL POLICE TOW SERVICES FOR A THREE-YEAR TERM, WITH THE OPTION OF THREE ONE-YEAR RENEWALS  
**CEQA: Not a Project**  
**Recommendation: Approve**

#### **SUMMARY**

The City's Professional Services Agreement ("PSA") with Jan's Towing ("Jan's") expired on June 30, 2025, and was temporarily extended until a new contract could be procured. Based on the proposals received, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Royal Coaches Auto Body & Towing for official police tow services, for a three-year term, with the option of three one-year renewals. It is further recommended that the City Council delegate the authority to approve future renewals under this agreement to the City Manager, without having to return to the City Council for subsequent approval, provided that any changes to the financial terms stay within standard inflationary limits.

#### **BACKGROUND**

Jan's Towing has been the City's official police tow and garage storage services provider since 2007, with the current contract established in 2019. The contract for towing and garage storage services is structured as a Revenue Sharing Agreement, in which the vendor is exclusively compensated with the revenue from the services they provide. For each vehicle stored or impounded by order of the City, Jan's pays the City a Franchise Fee of 25% of the total amount collected, with the company

retaining the remaining 75%. It should be noted that this fee amount is set by the City. Over the last six years, the City has generated approximately \$302,967 in revenue from impounded vehicles.

Even though Jan's performance has been positive, a Request for Proposals was issued in July 2025 to comply with the City's purchasing policy, which requires an evaluation of contracts through a formal bid process, to ensure the City is receiving the most efficient and effective services.

Based on the proposals received, Jan's was selected to continue to be the City's police towing service provider. A staff report to award Jan's the Agreement was set for the City Council meeting on October 7, 2025. However, allegations of outstanding violations at Jan's facility in Azusa emerged, prompting the potential award to be withdrawn for further investigation.

The City of Azusa's Code Services Department was contacted, and it was revealed that Jan's had one outstanding code violation concerning an unpermitted structure. Furthermore, an inspection of Jan's facility was conducted and found in overall good condition, apart from the unpermitted structure, which was an enclosed office space that was not part of the originally permitted facility. Although the unpermitted structure did not directly affect Jan's ability to provide official police tow services, it was determined that a new RFP should be issued to explore alternative options.

## **DISCUSSION**

A Notice Inviting Proposals was published on the City's website, and four proposals were received on December 4, 2025. A committee comprised of five City staff members reviewed and rated the proposals using a 100-point evaluation system. The proposals were evaluated for thoroughness and understanding of the work, related experience, references, quality of the proposal, and costs. The results are shown below.

Company	Thoroughness & Understanding of Scope of Work	Experience	References	Proposal Quality	TOTAL	Costs	GRAND TOTAL
Royal Coaches Auto Body & Towing	25	20	19	10	74	25	<b>99</b>
Henry's Towing & Recovery Inc.	24	19	19	10	72	25	<b>97</b>
Foothill Towing	19	18	20	7	64	25	<b>89</b>
Haddick's Towing	17	16	17	5	55	25	<b>80</b>

The companies that scored the highest are Royal Coaches Auto Body & Towing (“Royal Coaches”) at 99 points, and Henry's Towing & Recovery Inc. (“Henry's Towing”) at 97 points. Foothill Towing received a lower score, primarily because their operations are not as robust as those of the top two companies, particularly regarding storage lot capacity and equipment. Haddick's Towing also received a lower score, primarily due to their proposal lacking sufficient detail.

The two leading companies participated in an interview process and a facility inspection. Based on the proposal scores, interview outcomes, and facility evaluations, it was concluded that Royal Coaches best fulfills the City's requirements. The key factors influencing the selection of Royal Coaches include:

- Their main storage facility is in excellent condition and will be primarily allocated for the City's storage needs.
- They own an expansive fleet of towing equipment.
- They employ 54 staff members.

In contrast, Henry's Towing's storage facility appears to be nearly at full capacity, they subcontract their heavy towing equipment, and have 15 employees.

Another distinguishing factor between the two proposals was the percentage of franchise fees paid to the City. While both companies are required to pay the 25% City Franchise Fee, Royal Coaches proposed allocating an additional 15% annually towards community programs.

Based on the foregoing information, it was determined that Royal Coaches best meets the City's needs and has been selected as Arcadia's new towing provider.

As defined in the Professional Services Agreement, the towing and storage fees for Royal Coaches will be consistent with the rates set by the California Highway Patrol. Royal Coaches will tow all City vehicles free of charge. Additionally, for each vehicle stored or impounded by order from the City, Royal Coaches will pay the City a Franchise Fee of 25% of the total amount collected. Additionally, Royal Coaches will allocate an additional 15% in revenue annually towards community programs. Royal Coaches shall not be responsible for payment of Franchise Fees for private person tow requests, such as AAA. With respect to vehicles that have been towed and subsequently sold via lien sale for an amount over \$500, Royal Coaches will pay a Franchise Fee of 10% of the sale price, with no other fees due to the City.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Royal Coaches for official police tow services for a three-year term, with the option of three one-year renewals. The three-year term will commence from the date of execution of the Agreement. It is further recommended that the City Council delegate the authority to approve future renewals under this agreement to the City Manager, without having to return to the City Council for subsequent approval, provided that any changes to the financial terms stay within standard inflationary limits.

### **ENVIORNMENTAL 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**

Vehicle owners pay their own impound and storage fees. The City impounds approximately 50 vehicles per year. Over the past three years, Franchise Fee collections for the City have averaged \$53,300 annually. Over the next three years, the towing services contract is expected to generate approximately \$160,000 in General Fund revenue.

In addition, based on commitments to provide 15% of City-generated revenues annually toward community programming, the community will realize approximately \$32,000 per year in new funding opportunities. These funds are expected to support community events and programs and are unlikely be given to the City directly, in most cases.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Royal Coaches Auto Body & Towing for official police tow services for a three-year term, with the option of three one-year renewals. It is further recommended that the City Council delegate the authority to approve future renewals under this agreement to the City Manager, without having to return to the City Council for subsequent approval, provided that any changes to the financial terms stay within standard inflationary limits.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF ARCADIA AND JAN'S TOWING  
FOR OFFICIAL POLICE TOW AND GARAGE STORAGE SERVICES**

**1. PARTIES AND DATE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 by and between the City of Arcadia, a charter city organized under the Constitution and laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91007 (“City”) and Royal Coaches Auto Body & Towing a California Corporation with its principal place of business at 14827 Ramona Blvd., Baldwin Park, CA 91706. City and Royal Coaches Auto Body & Towing are sometimes individually referred to as “Party” and collectively as “Parties.”

**2. OBJECTIVES**

To establish an Official Police Tow Service (“OPTS”) for the City of Arcadia (“City”) to provide timely and professional towing and storage services for vehicles when a Police Officer or other authorized City representative requests towing services.

**3. EFFECTIVE DATE OF CONTRACT**

The effective date of this Contract shall be the latter date upon which the authorized representative of the OPTS or the authorized representative of the City of Arcadia signs the Contract.

**4. EXCLUSIVE FRANCHISE FOR OFFICIAL POLICE TOW SERVICE**

The OPTS shall have the exclusive right to receive calls from the City during the term of this Vehicle Towing and Storage Contract (“Contract”), subject to the terms of this Contract, to provide towing and storage services for vehicles which are involved in accidents, disabled, abandoned, impounded for evidence, impeding the flow of traffic or otherwise subject to being towed and stored at the direction of the City.

**5. BASIS FOR ACCEPTANCE OF SERVICE**

The Chief of Police, or his/her designee, has the final authority to determine disputes as to the ability or authority to perform tow services for the City of Arcadia.

Whenever a driver or owner is requesting a towing service and is unable to specify a particular business, or when a police officer, or other authorized City representative, requests a towing service, the towing service called shall be the OPTS for the City of Arcadia. When more than one vehicle is towed from the scene of a traffic collision, and the drivers do not specify a preference, the OPTS shall be called for each vehicle being towed.

If it is determined that the towing service is not needed and is canceled by the Arcadia Police Department, up to and including arrival at the scene, there shall be no charges assessed by the OPTS for the request.

If the OPTS is unable to handle the call due to size, location, etc., the OPTS will be responsible for requesting another tow service to respond that can handle the situation.

**6. REPUTATION AND FINANCIAL STATE**

The authorized towing and storage facility must furnish proof of possession of the towing equipment and storage yard facilities necessary to perform the obligation set forth in this Contract, including title to or a lease on the land necessary to perform the obligation set forth in this Contract, and meet the zoning and building requirements of the City. The OPTS shall also possess a valid City of Arcadia Business License.

**7. RESPONSE TIME**

The OPTS must arrive on scene within twenty (20) minutes of a verbal request for service by a member of the Arcadia Police Department or other authorized City personnel, 24 hours/day, 7 days/week, 365 days/year, including holidays and weekends.

The OPTS dispatcher shall notify the Arcadia Police Dispatcher when it cannot immediately respond with a tow vehicle, shall give the reason for the delay in response and an estimated time of arrival. The OPTS may park up to two (2) tow trucks on City streets overnight in order to facilitate a timely response to Arcadia Police Department calls for tow services.

**8. PERSONNEL**

The OPTS shall maintain at least two (2) qualified drivers to always respond to requests for service by the Arcadia Police Department.

**9. TRAINING / ABILITY – QUALIFICATIONS**

The OPTS operators and tow truck drivers must be sufficiently trained and capable to ensure safe and proper discharge of their service responsibilities. In addition, the OPTS agrees to the following terms:

- A. The OPTS shall provide the name, date of birth, and valid California driver's license number of all drivers employed by the OPTS in writing to the Arcadia Police Department Administrative Division Captain. The OPTS shall notify the Arcadia Police Department Administrative Division Captain, or his designated representative, shall also be notified in writing of any new drivers or any change in employment status of a driver within five (5) days of their date of hire or any change in employment status.
- B. The OPTS operators shall participate in the Employer Pull Notice Program through the Department of Motor Vehicles. The OPTS shall notify the Arcadia

Police Department Administrative Division Captain of any Pull Notices received on their drivers.

C. Tow Driver Qualifications/Requirements:

- (1) Drivers employed by the OPTS shall be at least 18 years old, possess the required class driver license to operate any or all Tow Vehicles specified herein, and sufficiently capable and trained to ensure safe and proper discharge of their towing service duties and responsibilities in a safe and courteous manner. All drivers shall comply with the requirements set forth in California Vehicle Code Sections 27700 and 24605. All drivers shall meet all requirements specified in Sections 2430.5 and 12520 of the California Vehicle Code.
- (2) Drivers and/or the OPTS shall provide the Arcadia Police Department Administrative Division Captain with information in writing concerning any driving citations received by the tow driver(s) in the immediate prior three (3) years and all information regarding any criminal convictions.
- (3) The OPTS drivers shall present a neat, clean and professional appearance. Drivers shall wear uniform type pants and shirt that identify the tow service company and their name (first or last).
- (4) The Chief of Police, in his sole discretion, is also hereby empowered to require that the OPTS's drivers:
  - (a) Be fingerprinted;
  - (b) Undergo background checks by the California Department of Motor Vehicles and any other agency deemed appropriate to determine the safety practices of the drivers;
- (5) The OPTS shall not utilize any driver to render services pursuant to this Contract:
  - (a) Who is subject to epilepsy, fainting or loss of consciousness by reason of chronic medical condition;
  - (b) Whose driving record indicates five (5) violations of traffic laws involving moving vehicles within two (2) years preceding the date of application;
  - (c) Who has furnished false information on this application or omitted to furnish all information requested on said application forms;

- (d) Who has been convicted of driving while under the influence of intoxicating liquor or narcotic drugs, or both, within three (3) years of the date of application; or
  - (e) Who has been convicted of a felony, any crime involving moral turpitude, or any crime(s) specified in this Contract within two (2) years preceding the date of application.
- (6) Notwithstanding compliance with the foregoing provisions, the City may prohibit certain drivers from providing towing services to the City or the Arcadia Police Department in its sole discretion. Such directives shall be made by the Chief of Police, or his/her designee, in writing to the OPTS.

All OPTS operators or their agents shall give to the driver or owner of a vehicle to be stored, impounded or towed away, a business card, and/or a receipt with the service name, address and phone number, and must ensure that the information is provided to the Arcadia Police Department in the event that the driver is unavailable or incapacitated.

#### **10. COMMUNICATIONS**

The OPTS shall install and maintain radio transmission and reception equipment allowing for contact with each authorized tow vehicle.

#### **11. BUSINESS HOURS – AVAILABILITY BY TELEPHONE**

Police Availability: The OPTS shall make their services available 24 hours/day, 7 days/week, including holidays. No exceptions.

Public Availability: There shall be an OPTS employee or agent available in person during normal business hours at the OPTS office to handle requests for service and release of impounded/stored vehicles. Normal business hours will be from 8:00 a.m. to 5:00 p.m. daily, seven (7) days a week, except that on days that the Santa Anita Race Track conducts horse race meets, the OPTS shall remain open until 7:00 p.m. The OPTS shall have an attendant on duty during all of the above business hours.

#### **12. IMPOUNDED VEHICLES**

A vehicle impounded as per authority of the California Vehicle Code or the California Constitution will be documented by the Arcadia Police Department personnel. **Authorization from the Arcadia Police Department is required before the impounded vehicles can be released.**

#### **13. RELEASE OF VEHICLE AFTER STORAGE / IMPOUND**

Any vehicle stored or impounded by the Arcadia Police Department, **CANNOT** be released

without authorization from the Arcadia Police Department. When the OPTS releases a stored vehicle, the OPTS shall require proper identification and an Arcadia Police Department authorized release form (CHP 180). If the person requesting the release of a vehicle does not have all the above, refer the person to the Arcadia Police Department for further processing. The final decision for release of a vehicle shall come from the on-duty Watch Commander or his/her designee. The OPTS shall adhere to this decision at all times.

#### **14. RELEASE OF PERSONAL PROPERTY**

The OPTS shall notify the Arcadia Police Department prior to the removal of property from a stored vehicle and will provide a receipt listing the removed property and the identification of the person(s) who removed items, with a copy placed in the stored vehicle.

No property shall be removed from the stored vehicle without prior authorization from the Arcadia Police Department.

Personal property is considered to be items that are not affixed to the vehicle and must not be removed without prior authorization of the Arcadia Police Department.

#### **15. OPTS STORAGE FACILITY STANDARDS**

The OPTS must at all times throughout the term of this Contract, comply with the terms of this Contract, all state and federal laws, and any subsequently enacted towing ordinance, rules or regulations enacted by the City of Arcadia that are applicable to OPTS. The OPTS shall, at a minimum, comply with the following requirements with respect to its facilities:

- A. Location of Storage Facility. The OPTS office and storage facility must be within a five (5) mile radius of the City of Arcadia limits to ensure adequate response times and limit the City's costs and administrative burdens of having Arcadia Police Department personnel conduct investigations at distant storage lots. Stored vehicles should be at a single location. If a secondary storage location is required, it must be within a one (1) mile radius of the primary location.
- B. Storage Facility Requirements. Adequate security measures for the protection of vehicles and property shall be provided for at all storage facilities. The Arcadia Police Department Administrative Division Captain, or his/her designee, shall be the sole judge of what constitutes "adequate" security measures and may grant additional consideration for state of the art security measures, including, but not limited to, security cameras and motion sensors. At a minimum, all storage facilities shall comply with the following requirements:
  - (1) All storage facilities shall be enclosed by a wall or fence at least 6 feet in height. Alternatively, storage facilities may consist of enclosed buildings. All storage facility structures, including walls or fences, shall

meet the requirements of the jurisdiction in which the facility is located, and shall be approved by the Arcadia Police Department Administrative Division Captain, or his/her designee.

- (2) Storage lot that can hold a minimum of 100 vehicles.
  - (3) The security for the storage facility shall be adequate to preclude theft, vandalism or damage by activity while in the OPTS's lot. The storage facility and lot shall be configured in such a way that no vehicles shall be left parked or stored on the public streets at any time. The OPTS must provide off-street parking for its equipment and be able to accommodate at least four additional vehicles for customer parking. In addition to the four customer parking spaces, at least one additional customer parking space shall be provided for handicapped parking purposes. Said handicapped parking space shall be van accessible. Storage vehicles should be secured away from customer parking and the office area. The OPTS's office must have a sign posted including the company name, address, phone number and hours of operation, to be clearly visible from the roadway.
- C. All storage facilities must be approved for security by the Arcadia Police Department Administrative Division Captain, or his/her designee, and available for inspection upon request. Any breach of security in a building or fence must be repaired within 24 hours.
  - D. All necessary vehicle storage facilities needed to meet the minimum requirements of this section shall be constructed prior to the OPTS's submittal of a response to the Request for Proposals issued by the City's General Services Department. All necessary approvals for such storage facilities shall comply with the applicable provisions of the Arcadia Municipal Code, or appropriate county and/or city codes. In addition, the primary facility and storage lot must be in good faith compliance with the Municipal Code of the jurisdiction in which the facility is located including but not limited to zoning regulations, building safety standards, business license requirements, and environmental protection ordinances.
  - E. Compliance with this subsection shall not be deemed to create any duty for the City to award a permit to the OPTS.

## **16. INSIDE STORAGE**

The OPTS shall maintain an enclosed locked storage facility for a minimum of five (5) vehicles. The OPTS shall maintain an additional two (2) spaces that can be secured by the Arcadia Police Department for vehicles ordered impounded because of their involvement in the commission of crimes or for other reasons (the "Designated Impound Space"). The Designated Impound Space shall also meet the following criteria:

- A. The Designated Impound Space shall be completely protected from the elements, including wind, heat, adverse weather and other forms of contamination (i.e. dust).
- B. The Designated Impound Space must be able to be secured and unauthorized entry must be prevented. Protection shall also be provided to preclude evidence contamination by employees and other individuals. Evidence contamination is defined as removal or touching of any items, papers, vehicle parts, etc., of an impounded vehicle that is impounded by the Arcadia Police Department for investigation purposes. At a minimum, there should be a door or gate that can be locked and secured from employees and visitors.
- C. The Arcadia Police Department will designate when a vehicle is to be placed into the Designated Impound Space for evidence purposes and may place a seal on each door of the vehicle or door(s) of the impound facility to maintain the chain of evidence. Vehicles placed into inside storage for evidence purposes shall not be removed from such protection until approved by the Arcadia Police Department.
- D. The Designated Impound Space must be of sufficient size to satisfy the impound storage requirements of the Arcadia Police Department.
- E. The Designated Impound Space must be lit with a minimum of two (2) 50 watt, overhead, quartz halogen lamps, or similar lamps that provide equal or greater light.
- F. The Designated Impound Space area must be accessible to Arcadia Police Department personnel 24 hours a day, seven (7) days a week.
- G. The Designated Impound Space must be reasonably clean and clear of dirt, animal waste, oil, etc.
- H. The Designated Impound Space must be protected by an alarm system to prevent unauthorized entry. The alarm system shall be monitored by an off-site monitoring company. The alarm code for the alarm system shall be provided to the Arcadia Police Department personnel at all times and shall be changed by the OPTS only upon receiving authorization from the Chief of Police or at his/her direction. The OPTS shall not provide the alarm code to any person unless authorized to do so by the Chief of Police.

## **17. EQUIPMENT STANDARDS**

At its expense, the OPTS must have the following equipment that conforms to the California Highway Patrol's Classification (CHP Class) for the gross vehicle weight ratings (GVWR) of a truck chassis<sup>1</sup>. The OPTS vehicles must also be in compliance with the applicable provisions of the California Vehicle Code applying to tow trucks (615 CVC), including but not limited to Sections 615, 21711, 24606, 25100, 27700, 27907, and all other regulations pertaining to

lighting and safety equipment.

- A. A minimum of two (2) flatbed car carriers (Class A or Class B); plus
- B. A minimum of three (3) light-medium duty tow trucks, consisting of:
  - (1) At least two (2) light duty (Class A); plus
  - (2) At least one (1) medium duty (Class B); plus
- C. Preferably, at least one (1):
  - (1) Heavy duty (Class C); or
  - (2) Super heavy duty (Class D); plus

If the OPTS is unable to handle the call due to size, location, etc., the OPTS will be responsible for requesting another tow service to respond that can handle the situation.

- D. Preferably, at least one (1) tow truck that is equipped to lift and carry a disabled person in a wheelchair; plus

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<u><sup>1</sup> GVWR Range (lbs.)</u>	<u>CHP Class</u>
10,000 - 19,500	A
19,501 - 33,000	B
33,001 - 49,999	C
50,000 or more	D

- E. All trucks must have two-way radio communication equipment.

All OPTS tow vehicles must have adequate equipment for the towing of vehicles. Basic equipment shall include:

- Fire Extinguisher(s)
- Broom
- Shovel
- Reflective Triangles Flares
- Trash Can(s) with Absorbent Material
- Office to Truck Radio System
- Winch

Motorcycles that are stored, impounded, or towed from a collision scene at the request of

the Arcadia Police Department shall be hauled by a trailer that is designed to carry motorcycles or by a flatbed truck in an upright position.

Any and all equipment used and maintained by the OPTS must be available for inspection by the Arcadia Police Department upon request.

All equipment and vehicles to be used under this Contract shall be inspected by the California Highway Patrol at least one time per year. All vehicles and equipment shall display a current inspection sticker issued by the California Highway Patrol prior to its use under this Contract. The Arcadia Police Department may conduct random vehicle and equipment inspections to ensure compliance with this Contract.

The Arcadia Police Department may inspect the OPTS facilities used under this contract at any time during normal business hours.

The OPTS must have equipment for and have personnel proficient in unlocking locked vehicles when requested by the Arcadia Police Department.

Throughout the term of this Contract the OPTS shall maintain in good condition the real property and improvements thereon, and all vehicles, facilities, equipment and material used in the performance of the service required by this Contract.

#### **18. TOW SERVICE RESPONSIBILITIES AND DUTIES**

The OPTS provider's primary duty will be; responding, on a first priority basis, to requests for towing services initiated by the Arcadia Police Department. The OPTS provider must have two

(2) tow trucks available at all times (24 hours/day, 7 days/week, 365 days/year, including holidays and weekends) to respond to requests for service from the Arcadia Police Department. The OPTS provider must also respond to towing requests from other City employees who are duly authorized by law to remove vehicles for storage, investigations, or both.

Typical towing situations will include, but will not be limited to: removing illegally parked vehicles, towing inoperative vehicles as a result of traffic accidents, mechanical breakdowns, storing, or impounding vehicles for investigations, evidence or a violation of law. The OPTS provider must provide towing and storage services 24 hours/day, 7 days/week, 365 days/year, including holidays and weekends.

#### **19. DUTIES AT THE SCENE**

After being requested to the scene by the Arcadia Police Department the OPTS operator shall:

- A. Neither move the vehicle nor attach to any vehicle until so instructed to do so by a member of the Arcadia Police Department.
- B. Shall clean up and remove any and all debris from the accident scene as

required by the Arcadia Police Department and the California Vehicle Code.

- C. Provide towed vehicle owners, when present at the scene, with a business card or other information, indicating where the vehicle will be stored, including hours of operation.

## **20. RECORDS**

Records shall be maintained by the OPTS relating to vehicles impounded or stored at the City's request:

The OPTS shall keep complete and accurate records of all vehicles impounded or stored at the request of the City and shall include the amount of charge on each vehicle. The report shall list the number of vehicles stored or impounded at the request of the City that are sold through lien sale. The OPTS shall provide a written monthly report to the Chief of Police, or his/her designee, within thirty (30) calendar days after the end of each month containing the above information. The report shall be limited to vehicles impounded or stored by the City.

The OPTS and the City shall maintain records of the times that calls for service are received, dispatched, and the times the tow vehicles arrive on scene. The record system should be adequate to provide an inquiring party with the ability to locate a vehicle by searching the following information: license plate number, the make, model, color, date or location of impound.

The OPTS owner must also notify the California Highway Patrol (CHP) as required by Section 10652 of the California Vehicle Code.

## **21. INSPECTION OF RECORDS, FACILITIES, EQUIPMENT AND DRIVERS**

All records required to be kept by the OPTS owner shall be available for inspection by representatives of the Arcadia Police Department and the California Highway Patrol. In addition, the OPTS shall submit at any reasonable time to an Arcadia Police Department inspection of all drivers, vehicles, equipment and yards. The OPTS shall provide California Highway Patrol inspection certification for each of its towing vehicles to the Arcadia Police Department. If the OPTS cannot produce an annual California Highway Patrol certification, the Arcadia Police Department reserves the right to require that all towing vehicles be inspected by an automotive professional certified by the State of California Bureau of Automotive Repair, and selected by the Arcadia Police Department. All vehicle inspection fees shall be borne solely by the OPTS and shall be due and payable upon presentation of the vehicle for inspection. Any tow vehicle that fails an inspection shall not be used to provide towing service in the City until it is repaired and passes re-inspection. All tow vehicles shall be operated and maintained in compliance with all applicable state and federal laws and regulations.

## **22. TOWING RATES & STORAGE FEES**

The rate for towing shall be from the primary towing facility and return to the same. A one-hour minimum may be charged. Charges in excess of one hour may be charged in fifteen-minute increments. There shall be no additional charge for labor, mileage, etc. The tow rates and storage fees for the City of Arcadia Official Police Tow Services are based on towing and storage rates established each year by the California Highway Patrol (CHP) for the sector applicable to Arcadia. These rates may be reviewed annually on June 1<sup>st</sup> to match any local CHP rate and fee changes. The OPTS must notify the Chief of Police or his/her designee in writing of any tow rate and storage fee increase to match the CHP rates and fees. The Arcadia Police Department will verify any increases. Any disputes will be reconciled through a meeting between the Chief of Police or his/her designee and the OPTS owner. If the rate and fee increases are verified, the new rates will take effect on July 1<sup>st</sup>. The OPTS agrees that Chief of Police's, or his/her designee's, determination concerning tow rates and storage fees shall be final.

<b>Vehicle Type</b>	<b>Towing Rates</b>	<b>Daily Storage Fee (Inside)</b>	<b>Daily Storage Fee (Outside)</b>
<b>Class A</b> (Cars and Trucks)	\$325 / hour	\$81 / day	\$77 / day
<b>Class B</b> (Over 1-ton w/out air brakes)	\$383 / hour	\$81 / day	\$80 / day
<b>Class C</b> (2-3 Axle w/air brakes)	\$541 / hour	\$86 / day	\$87 / day
<b>Class D</b> (Tractor Trailers)	\$589 / hour	\$87 / day	\$87 / day
<b>Handicap</b>	\$325 / hour	\$81 / day	\$77 / day
<b>Motorcycles</b>	\$325 / hour	\$81 / day	\$77 / day

Vehicles stored eight hours or less shall be charged no more than one-day storage. Each day thereafter shall be calculated by the calendar day.

A copy of the rate schedule shall be maintained inside each tow vehicle and presented upon request by a vehicle owner or driver for any vehicle towed or stored by the OPTS.

In the event that a vehicle is stored or impounded at the direction of the Arcadia Police Department and it is subsequently determined that the City is responsible for the cost of such storage and/or towing, the OPTS agrees not to assess the City for costs of tow and/or storage of the vehicle.

**After Hour Vehicle Releases:** The OPTS normal business hours are from 8:00 a.m. to 5:00 p.m., seven (7) days a week, including holidays, except that on days that the Santa Anita Race Track conducts horse race meets, the OPTS shall remain open until 7:00 p.m. The OPTS may charge a flat fee for after hour releases of an amount not to exceed \$60.00 in addition to any previously incurred tow and storage fees for vehicles released outside the

OPTS normal business hours.

Towing of City Vehicles: The OPTS agrees that all City vehicles requiring towing will be towed by the OPTS free of charge. Moreover, the OPTS agrees not to charge for the changing of flat tires on City vehicles.

### **23. SERVICE CALLS & LABOR**

Rates for service calls (out of gas, lock outs, etc.) shall be from the time dispatched to the end of the service and may be charged in accordance with this Contract at the hourly rate of no more than \$60.00, with a thirty (30) minute minimum. Charges for service periods in excess of thirty (30) minutes may be charged in fifteen-minute (15) increments.

### **24. FRANCHISE FEE**

Franchise fees, for the privilege of being the exclusive OPTS provider for City requested towing and storage services, shall be due and payable as follows:

- A. For each vehicle stored or impounded by order of the City, the OPTS shall pay the City a Franchise Fee of twenty-five percent (25%) of the total amount collected by the OPTS. The OPTS shall not be responsible for payment of the Franchise Fees for private person tow requests, such as AAA, or on junked vehicles, with a junk certificate, with a value of \$300 or less. The OPTS shall not be responsible for payment of the Franchise Fees for vehicles that have been sold via lien sale in an amount over \$500. The OPTS shall pay the City a Franchise Fee of 10% of the sale price for vehicles sold via lien sale in the amount over \$500, with no other fees due to the City.
- B. The report mentioned in Section 19 shall accompany the monthly Franchise Fee payments from the OPTS.
- C. The Franchise Fees shall be paid on a monthly basis to the Arcadia Police Department by the 15<sup>th</sup> of each month. The OPTS shall not be responsible for payment of an administrative fee to the City for the towing of vehicles in the specified circumstances set forth hereinabove. Any fees which remain unpaid after the monthly installment due date shall be delinquent and shall be subject to the procedures and penalties outlined in Arcadia Municipal Code sections 1800 and 1801, or as they may hereafter be amended. Non-payment of the administrative fees and charges by the OPTS shall be grounds for termination of this Contract and the OPTS's participation in the City's towing program.
- D. The Franchise Fee may be adjusted annually by resolution of the City Council to reflect the City and the Arcadia Police Department's current costs for operating the towing program. Any such adjustment shall be applicable to the OPTS upon ten (10) days written notice of the adoption of such resolution.

- E. The City retains the right to impose alternative forms of taxes and/or fees, to the extent permitted by law, in the event that the fees provided for in the towing services agreements are no longer assessable due to a subsequent change in federal, state or local law.
- F. The OPTS must make available to the Arcadia Police Department, the City or their designated representative(s), upon three (3) day's written notice, its accounting records and books for inspection and audit. The Arcadia Police Department, the City or their designated representative(s) agree to maintain the confidentiality of such accounting records and books. The OPTS shall submit monthly documentation detailing its operations on behalf of the City in a format that is acceptable to the Arcadia Police Department. Such documentation shall include the following information: the date, time, location, case number (if any), vehicle description (including make, model and vehicle license number) and a brief description of the circumstances surrounding the tow (traffic collision, Department impound etc.). The OPTS shall maintain these records for a period of three (3) years. If the results of the audit show a Franchise Fee underpayment of greater than five (5) percent, the OPTS will pay the cost of the audit plus 50 percent of the total error as a penalty in addition to any amount owed as shown by the audit. If the results of the audit show an underpayment of less than five (5) percent or an overpayment, the City shall pay its own costs associated with the audit. Any underpayment and resulting penalty shall accrue interest at the rate of ten percent per annum, compounded daily from the date the underpayment should have been paid pursuant to subsection C above.
- G. In the event the results of the audit are disputed, the City may, at its sole discretion, elect to arbitrate the dispute. In the event the City elects to arbitrate, the City and the OPTS shall each select an independent auditor at their own cost. The two auditors shall agree upon the results of the audit. If the two independent auditors cannot agree upon the results of the audit, a third auditor will be selected by the two independent auditors to make a final determination. The determination of the third independent auditor shall be final.
- H. By accepting and signing this Contract, the OPTS irrevocably waives the defenses of any statute of limitation, laches, waiver or other equitable doctrine of similar import or effect in any action brought by the City to recover any fees, interest or penalties due under this Contract.
- I. By accepting and signing this Contract, the OPTS agrees that if it challenges the right of the City to collect the Franchise Fees provided by this Contract, any relief requested by the OPTS and awarded to it by virtue of such challenge shall be prospective only from and after the date of the filing of the initial pleading seeking such relief in a court of competent jurisdiction. The OPTS

hereby waives any and all claims or rights to collect back from the City, or obtain credit against future payment obligations, any amounts collected by the City prior to the filing of the initial pleading seeking such relief. In the event the OPTS's challenge to any Franchise Fee payments should result in an initial judgment in its favor, the OPTS shall continue to make all Franchise Fee payments in accordance with this Contract pending an appeal by the City. In the event the court of appeal, or trial court if the City elects not to appeal, determines that the City is not entitled to collect any or all of the Franchise Fees, the City shall refund to the OPTS those portions of the Franchise Fee which the court deems the City was not entitled to collect which were made subsequent to the filing of the initial action by the OPTS, exclusive of interest on such amount.

- J. According to the OPTS proposal, an additional 15% of the revenue generated from the OPTS services under this contract will be allocated annually to the City for community programs.

## **25. ACCEPTANCE OF PAYMENT**

The operator shall accept payment by a valid bank credit card or cash for towing and storage charges. The operator shall have sufficient funds on the premises to accommodate and make change in a reasonable monetary transaction. This payment can be accepted from the registered owner, legal owner or the agent claiming the vehicle in accordance with California Vehicle Code section 22651.1.

## **26. SIGNS AND ADVERTISING**

The OPTS shall not display any signs or advertising material which indicates that his/her business is an official towing service or police storage facility of the City of Arcadia.

## **27. INDEMNITY, DUTY TO HOLD HARMLESS AND DUTY TO DEFEND**

- A. Duty to Indemnify/Hold Harmless

To the fullest extent permitted by law, the OPTS agrees to indemnify, defend, protect, hold harmless, and assume all liability of the City of Arcadia, its elected officials, officers, employees, agents and volunteers (collectively "Indemnified Parties") from and against all claims (including, without limitation, claims for bodily injury, death, damage to property or workers' compensation benefits), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and costs, and all other professional, expert or consultant's fees) of every kind and nature whatsoever (individually, a "claim"; collectively, "claims"), whether under state or federal law, which may arise from or are in any manner related to the provision of towing services by the OPTS pursuant to this Contract, regardless of any active or passive negligence or strict liability of the Indemnified Parties, and further agrees to indemnify the Indemnified Parties, regardless of whether the

Claim or Claims is/are asserted by an elected official, officer, employee, agent or volunteer of the City of Arcadia.

The OPTS understands and acknowledges that the indemnification obligation hereunder, includes, but is not limited to, a “Type I” indemnity under California law and extends to and includes all claims arising from the active or passive negligence of the Indemnified Parties.

The OPTS further understands and acknowledges that the indemnification obligation hereunder extends to workers’ compensation claims made by any elected officials, officers, employees, agents or volunteers of the City of Arcadia which may arise from or are in any manner related to the provision of towing services by the OPTS pursuant to this Contract.

**B. Duty to Defend**

The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of the Indemnified Parties. Such defense obligation, which shall be managed by the OPTS, shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to the OPTS. Payment to the OPTS by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party’s rights to indemnification hereunder. The OPTS’s duties to indemnify, defend and hold harmless pursuant to this Contract shall survive the either the expiration or earlier termination of this Contract until such time as any legal action against the Indemnified Parties for any such matters indemnified hereunder are fully and finally barred by all applicable statutes of limitation or statutes of repose. Under no circumstances shall the insurance requirements and limits set forth in this Contract be construed to limit the OPTS’s duties to indemnify, defend or hold harmless pursuant to this Contract.

**C. Disputes between the City and the OPTS Concerning this Contract**

Disputes between the OPTS and the City concerning the provision of towing services to the City of Arcadia pursuant to the towing services Contract are excluded from the duty to indemnify, defend and hold harmless.

**28. LIABILITY INSURANCE**

The OPTS shall, at its own cost and expense, maintain policies of insurance affording protection against third party bodily injury liability and property damage liability occasioned by reason of the provision towing services, impoundment and storage of vehicles. The minimum insurance established for the following categories are:

Commercial General Liability Insurance – The OPTS agrees to maintain a comprehensive general liability insurance policy with a combined single limit for bodily injury and property damage of not less than Three Million Dollars (\$3,000,000.00).

Commercial Business Automobile Liability (as required by Section 16500.5 California Vehicle Code) - Bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000.00). The policy shall also include owner, non-owner, and hired auto coverage.

Uninsured Motorist – Legal minimum, combined single limits.

On-Hook Coverage – Insuring the vehicle in tow with limits based on the size of the tow truck.

- a. *Class A Tow Truck \$25,000*
- b. *Class B Tow Truck \$50,000*
- c. *Class C Tow Truck \$100,000*
- d. *Class D Tow Truck \$100,000*

Garage Liability – Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than Three Million Dollars (\$3,000,000.00).

Garage Keepers Liability – Shall be the same minimum as On-Hook Coverage for vehicles in the care, custody and control of the operator in the storage yard.

The OPTS shall obtain and maintain at all times in full force and effect during the term of this Contract all insurance policies and coverage listed above. The OPTS further agrees to submit to the Arcadia Police Department certificates of insurance and the policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage. Consultant may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

#### Qualifying Insurers

- (i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:
  - (1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

Any and all insurance obtained and provided pursuant to this Contract shall not be canceled prior to the termination of this Contract. The OPTS agrees to deliver a copy of all insurance policies, endorsements, and certificates to the Arcadia Police Department, which are subject to the approval of the City Attorney as to form, thirty (30) days in advance of the effective date of this Contract.

The OPTS further agrees that its insurance shall be primary insurance with respect to any claims, losses, or liability arising from the provision of towing services by the OPTS pursuant to this Contract, and that the insurance carried by the City of Arcadia shall be excess and not contributory with the insurance provided by the OPTS. The OPTS further agrees to provide an endorsement to its insurance policies with such language. The OPTS further agrees to notify City in writing at least thirty (30) days prior to any cancellation or reduction in coverage in OPTS's insurance coverage for any insurance providing coverage for the services relating to this Contract. OPTS further agrees that it will provide the City with prompt and timely notice of any Claim made or suit instituted arising from or any way related to Coverage is to be provided by insurers admitted/authorized to do business in the State of California and approved by the City. Defense coverage must be in addition to policy limits. If umbrella coverage is used, it must include drop down coverage if underlying coverage does not apply, and the umbrella policy must have the same starting and ending date as the primary policy.

The OPTS shall have the sole right to select its insurance carrier(s), provided such carrier lawfully transacts business in the State of California. However, all insurance required by this Contract must be issued by companies admitted to do business in California, rated "A" or better in the most recent edition of Best's Key Rating Guide, unless these requirements are waived by the City Attorney of the City due to unique circumstances. In the event the City Attorney determines that the work or services to be performed under this Contract creates an increased or decreased risk of loss to the City, the OPTS agrees that the minimum limits of any insurance policies and/or performance bond required by this Contract may be changed accordingly upon receipt of written notice from the City Attorney; provided that the OPTS will have the right to appeal a determination of increased coverage by the City Attorney to the City Council of the City within ten (10) days of receipt of notice from the City Attorney.

The OPTS shall not perform any services pursuant to this Contract unless and until all insurance policies and coverage set forth herein are obtained and copies of said policies, endorsements and certificates are provided to the City of Arcadia in accordance with the provisions specified above.

## **29. WORKERS COMPENSATION INSURANCE**

The OPTS further agrees to, at its own cost expense, maintain a policy of Worker's Compensation insurance providing coverage of persons employed by the OPTS in connection with work performed in, upon, or around the vehicle to be towed, stored or impounded during the period covered by this towing service Contract.

## **30. ASSIGNMENT ON TRANSFER OF SERVICE CONTRACT**

The OPTS shall not sell, transfer, lease, assign, sublet, mortgage or dispose of in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, or any rights or privileges herein granted, without the prior written consent of the Chief of Police, or his/her designee. The Chief of Police, or his/her designee's approval of a transfer or assignment of this Contract shall be conditioned upon the OPTS's sale or

disposal of all ownership rights in the OPTS's tow truck business. If the OPTS desires to transfer or assign its rights in the tow truck business, because he or she intends to sell or dispose of all interests in the tow truck business that is authorized to perform towing services with the City, the OPTS shall make a written request to the City of Arcadia for a transfer or assignment of the Contract. The written request, along with a deposit fee of one thousand dollars (\$1,000.00) to cover the City's reasonable investigation costs, and the proposed sale agreement or other document evidencing disposal of the tow truck business shall be submitted to the Arcadia Police Department at least one hundred twenty (120) calendar days before the requested effective transfer or assignment date. The City of Arcadia shall investigate the proposed transferee or assignee and determine whether the transferee or assignee is qualified to serve as a tow truck operator pursuant to the criteria and requirements set forth herein. Such decision shall be in the sole and absolute discretion of the City of Arcadia. If the Arcadia Police Department determines that the proposed transferee or assignee is qualified to be a tow truck operator, it will recommend that the City Council approve the transfer or assignment. Upon completion of the investigation process, the City of Arcadia shall provide the OPTS with an accounting of the administrative and legal costs associated with the City's review of the OPTS's request for a transfer or assignment of the Contract, and refund or request additional funds as appropriate. Any attempt to sell, transfer, lease, assign or otherwise dispose of the Contract without the prior written consent of the City of Arcadia shall be null and void.

**31. RISK**

The OPTS assumes all risk in the event of damage, theft, fire of the vehicles or any property towed and stored by the OPTS, its employees or agents. Any and all claims, demands or liability arising out of or encountered in connection with this Contract shall be borne by the OPTS.

**32. TERM OF TOW CONTRACT**

The initial term of this Contract will be for three years from the effective date. The Contract shall automatically renew for three (3) additional one-year periods, unless previously terminated by either of the parties hereto.

**33. OFFICIAL POLICE TOW SERVICE/ ARCADIA POLICE DEPARTMENT COMMUNICATIONS**

The Administrative Division Captain, or his/her designee, shall conduct meetings to discuss issues of concern with respect to performance by the OPTS under the Contract. These meetings shall be mandatory for the operator, or his/her designee. The Arcadia Police Department shall give the operator five (5) days advance written notice of these meetings.

**34. SUSPENSION OF CONTRACT**

Compliance with Contract

The OPTS agrees that failure to comply with the terms and conditions of this Contract shall be cause for WRITTEN WARNING, SUSPENSION OR TERMINATION OF THE CONTRACT.

The Arcadia Police Department will investigate alleged violations of the OPTS Contract. The OPTS will be notified of the findings in writing within thirty (30) days of the initiation of the investigation.

### Disciplinary Action

The Administrative Division Captain shall use the following guidelines for action against operators found in violation of this Contract. This is only a guide, with the Administrative Division Captain having discretion for serious violations, such as criminal offenses.

1<sup>st</sup> Violation within 12 consecutive months  
WRITTEN WARNING

2<sup>nd</sup> Violation within 12 consecutive months  
WRITTEN WARNING

3<sup>rd</sup> Violation within 12 consecutive months  
30 day SUSPENSION

4<sup>th</sup> Violation within 12 consecutive  
months 60 day SUSPENSION

In the event the Arcadia Police Department serves the OPTS with a notice of suspension, the OPTS may request a hearing within seven (7) calendar days by submitting a request in writing to the Chief of Police. The hearing shall be held as soon as practicable. The hearing shall be conducted by the Chief of Police, or his/her designee. The OPTS shall be entitled to present all relevant information, evidence and circumstances in support of its position. The OPTS shall be notified in writing of the Chief of Police, or his/her designee's, final decision concerning the suspension within seven (7) calendar days of the date of the hearing.

The OPTS may appeal the Chief of Police's decision concerning a suspension for a hearing de novo before the City Manager, or his/her designee. The OPTS must serve a written notice of appeal on the City pursuant to the notice provisions set forth herein within ten (10) calendar days of the date upon which the Chief of Police, or his/her designee's, decision becomes effective. The OPTS's notice of appeal must set forth the grounds for its appeal in clear and concise language, which shall include a summary of the claimed factual or decisional error. If the OPTS fails to request a hearing or appeal within the specified deadlines, or fails to appear at a scheduled hearing or appeal, the action taken by the Chief of Police, or his/her designee, shall be final and the suspension shall take effect upon written notification to the OPTS by the Chief of Police.

The City Manager, or his/her designee, shall conduct the hearing on the administrative appeal. The hearing shall be held as soon as practicable, but in no event later than thirty (30) days from the notice of appeal therefore unless both parties agree in writing to an extension

of time for the hearing. The City Manager, or his/her designee's, decision on an issue shall be deemed final.

A suspension shall not take effect until the hearing and administrative appeal process have been exhausted. However, the Chief of Police, or his/her designee, shall have the authority to suspend the Contract effective immediately if, in the sole and absolute discretion of the Chief of Police, or his/her designee, the conduct by the OPTS or its agents is deemed to constitute a danger to the public or constitutes a gross violation of the terms and conditions of this Contract.

### **35. TERMINATION OF CONTRACT**

#### **A. Termination without Cause.**

Either party may terminate this Contract at any time, without cause, upon providing 30 days' written notice to the other party. Upon receipt of the notice of termination from the City, the OPTS must immediately cease all work or services except as may be specifically approved by the City. The OPTS will be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for additional services specifically authorized by the City. The City will be entitled to reimbursement for any expenses that have been paid for but not rendered.

#### **B. Termination for Cause.**

In the event the OPTS, or any of its officers, directors, shareholders, employees, agents, subsidiaries, or affiliates is convicted; (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of section 36 of this Contract, or for any other cause the City determines to be so serious and compelling as to affect provider's responsibility as a public consultant or contractor, including but not limited to, disbarment by another governmental agency, then the City reserves the unilateral right to terminate this Contract upon providing the OPTS with ten (10) days' written notice of termination, or to impose such other sanctions (which may include financial sanctions, temporary suspensions, or any other condition deemed appropriate short of termination) as it deems proper. In the event that the City terminates the Contract for cause, the OPTS shall be entitled to the hearing and appeal rights set forth in paragraph 33 above. However, termination for cause pursuant to this paragraph shall be effective

upon expiration of the ten (10) days' notification period set forth above.

**36. FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance will be excused for a period equal to the period of such cause for failure to perform.

**37. CONFLICT OF INTEREST**

- A. No officer or employee of the City may have any financial interest, direct or indirect, in this Contract, nor may any officer or employee participate in any decision relating to the Contract that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee of the City, nor may any officer or employee of the City solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

**38. NOTICES**

Any notice required to be given under this Contract shall be given by placing such notice in the United States mail, postage prepaid, addressed as follows:

OPTS:	City:
Royal Coaches Auto Body & Towing Attn: William Salazar 14827 Ramona Blvd Baldwin Park, CA 91706	Arcadia Police Department Attn: Chief of Police 250 W. Huntington Drive P.O. Box 60021 Arcadia, CA 91066-0021
	City Attorney for the City:

	City Attorney for City of Arcadia c/o Best Best & Krieger LLP Attn: Michael J. Maurer 240 W. Huntington Drive P.O. Box 60021 Arcadia, CA 91066-0021
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or to such other address as may be indicated by notice in writing. Such notice shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid and addressed to the party at its applicable address.

**39. AUTHORITY TO ENTER CONTRACT**

The City and the OPTS warrant that the individuals who have signed this Contract have the legal power, right and authority to enter into this Contract so as to bind each respective party to perform the conditions contemplated herein.

**40. SEVERABILITY**

If any portion of this Contract is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Contract shall continue in full force and effect.

**41. ATTORNEYS' FEES AND COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the prevailing party, as determined by the court, shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

**42. GOVERNING LAW AND VENUE**

This Contract shall be construed in accordance with and governed by the laws of the State of California. Any lawsuit brought to enforce this Contract shall be brought in the appropriate court in San Bernardino County, State of California.

**43. WAIVER**

No waiver of any provision of this Contract shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be deemed a waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.

**44. DAYS**

Any term in this Contract referencing time, days, or period for performance shall be deemed to be calendar days and not workdays.

**45. ENTIRE AGREEMENT**

This Contract contains the entire agreement of the City and the OPTS and supersedes any prior oral or written statements or agreements between the City and the OPTS. No supplement, modification, or amendment of this Contract shall be binding unless executed in writing by both the City and the OPTS. The OPTS represents that it has conducted all due diligence and investigation prior to entering into this Contract, and has not relied upon any representations that are not set forth herein as an inducement to enter into this Contract.

**46. BINDING ON ASSIGNS**

Each and all of the terms, covenants and conditions of this Contract shall be binding on and shall inure to the benefit of the successors and assigns of the City and the OPTS.

**47. CAPTIONS**

The captions of the various sections, articles and/or paragraphs of this Contract are for the convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Contract or of any part or parts of this Contract.

**48. CONSTRUCTION**

In all cases, the language in all parts of this Contract shall be construed simply, according to its fair meaning and not strictly for or against any party, it being agreed that the City and the OPTS or their respective agents have all participated in the preparation of this Contract.

**49. COOPERATION / FURTHER ACTS**

The City and the OPTS shall fully cooperate with one another in attaining the purposes of this Contract and, in connection therewith, shall take any such additional further acts and steps and sign any such additional documents as may be necessary, appropriate and convenient as related thereto.

IN WITNESS WHEREOF, the City and the Official Police Tow Service have caused the within agreement to be executed by their respective officers hereunto duly authorized.

**[Signatures provided on next page]**

**CITY OF ARCADIA**

**Royal Coaches Auto Body & Towing**

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
William Salazar  
CFO/Director of Towing Operations

Dated: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CONCUR:

\_\_\_\_\_  
Michael J. Maurer  
City Attorney

\_\_\_\_\_  
Roy Nakamura  
Chief of Police

DRAFT



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**RECREATION & COMMUNITY SERVICES DEPARTMENT**

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Sara Somogyi, Director of Recreation & Community Services  
By: Emily Buchanan, Recreation Supervisor

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH HEADS IN THE SKY FOR AMERICA'S 250<sup>TH</sup> CELEBRATION DRONE SHOW AT SANTA ANITA PARK, IN AN AMOUNT NOT TO EXCEED \$208,600

**CEQA: Not a Project**  
**Recommendation: Approve**

**SUMMARY**

On February 17, 2026, the City Council approved a recommendation to hold an event to celebrate America's 250<sup>th</sup> Anniversary. In November 2025, City staff issued a Request for Proposals ("RFP") for drone show services. Heads in the Sky provided the proposal that best met the City's needs and was the only proposer to include the option to use pyro drones, which would enhance the overall production value. The proposed agreement is a one-time contract to support the 250<sup>th</sup> Anniversary event.

It is recommended that the City Council authorize and direct the City Manager to execute a Professional Services Agreement with Heads in the Sky for drone show services, in an amount not to exceed \$208,600.

**BACKGROUND**

July 4, 2026, marks the 250<sup>th</sup> Anniversary of the adoption of the United States Declaration of Independence. This milestone will be celebrated by communities nationwide to commemorate America's founding principles of liberty, equality, and popular sovereignty. The United States Semiquincentennial provides an opportunity for the City of Arcadia to promote civic engagement and foster unity through a large-scale celebratory event.

**DISCUSSION**

At the March 15, 2025, Special Meeting, the City Council approved the formation of the America’s 250<sup>th</sup> Celebration Subcommittee. Soon after, subcommittee members and City staff began meeting to discuss the goals, potential locations, and planning details for a celebratory event.

On February 17, 2026, the City Council held a study session to discuss America’s 250<sup>th</sup> Celebration. During the meeting, the City Council received a presentation that provided an overview of event logistics, entertainment, venue, and potential budgetary impacts. Upon the conclusion of the presentation, City Council approved a recommendation to hold an event to celebrate America’s 250<sup>th</sup> Anniversary on July 4, 2026, at Santa Anita Park.

In anticipation of this potential event, in November 2025, City staff issued an RFP for drone show services. The RFP was open to the public and was sent to four prospective bidders.

The City received six proposals by the December 17, 2025, deadline. The evaluation of proposals was conducted by a panel of staff from the Recreation and Community Services Department. The panel considered the proposals’ thoroughness, understanding of the scope of work, related experience, references, quality, and costs. The results of the evaluation with each company’s ranking and proposed cost are listed below. The score is out of a possible 100 points.

<b>Company Name</b>	<b>Rank</b>	<b>Score</b>	<b>Cost Proposal for 400 Drones</b>	<b>Additional Services Proposed Pyro Drones</b>	<b>Additional Services Proposed Sound</b>
Heads in the Sky	1	95	\$168,600	\$25,000	\$15,000
Open Sky Productions	2	92	\$148,000	-	\$10,000
Aerial Illuminations Drone Light Shows	DQ	-	-		
Grizzly Entertainment	DQ	-	-		
Electric Sky Drone Show, LLC	DQ	-	-		
Sky Elements LLC	DQ	-	-		

While six agencies submitted proposals, four were disqualified due to missing the mandatory site walkthrough. The site walkthrough was required to ensure proposals were based on verified site conditions rather than assumptions, allowing for more accurate budgeting and logistics. This was especially important given the sensitivity issues with the horses at Santa Anita Park and potential obstacles in the infield and viewing areas that might change how a show was presented.

After careful review and consideration of the remaining two proposers, the panel decided to contract with Heads in the Sky (“HITS”). HITS’ proposal included an option for pyrotechnic drones, which combine the modern drone show with simulated fireworks, providing an enhanced visual performance. HITS emphasized the importance of brand storytelling and producing “drone shows as emotionally paced live experiences”. Due to HITS extensive experience with large-scale productions, working with Fortune 500 companies, and service to the entertainment industry, HITS is well suited to deliver a unique and impressive show for Arcadia. With its use of pyrotechnic drones and alignment with the City’s vision of providing an elevated experience, the proposal from HITS was ultimately selected to support this event.

The proposed celebration will take place on July 4, 2026, at Santa Anita Park. The drone show will include approximately 400 drones creating patriotic-themed aerial animations and formations, along with 50 pyrotechnic drones and a patriotic music accompaniment to enhance the show. The performance will last approximately 12–15 minutes, depending on the timing and transitions between each programmed animation. Following discussion, the City Council voted 5–0 to move forward with the event plans.

### **ENVIRONMENTAL ANALYSIS**

Since the Professional Services Agreement will support a temporary, one-day event, the proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), as it can be seen with certainty that it will have no impact on the environment.

### **FISCAL IMPACT**

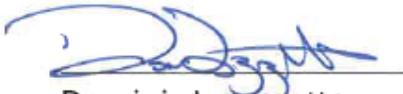
The proposed contract for drone show services will not exceed \$208,600. Since the event will take place on July 6, 2026, the costs will be budgeted in in Fiscal Year 2026-

27. Sponsorship dollars will be solicited to help underwrite event costs and offset a portion of the total expenses incurred. The FY 2026-27 General Fund budget proposal will include sufficient funds to cover the costs of the entire event, including this agreement.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and authorize and direct the City Manager to execute a Professional Services Agreement with Heads in the Sky for America's 250<sup>th</sup> Celebration drone show at Santa Anita Park, in an amount not to exceed \$208,600.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT REGARDING  
AMERICA'S 250<sup>TH</sup> CELEBRATION**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_ by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and HEADS IN THE SKY a LLC with its principal place of business at 3406 Tareco Drive, Los Angeles, CA 90068 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

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

Drone Show Services (hereinafter referred to as "the Project").

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

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

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$ 208,600. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. July 4, 2026.

The term of this Agreement shall be for **July 4, 2026**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within "**Activity Schedule**" as **Exhibit C**. The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability **Consultant shall procure and submit evidence of insurance for at least five (5) years from the time that all work under this Agreement is completed.**
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage. Consultant may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its

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

e. Minimum Policy Limits Required

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

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Participant Legal Liability	\$2,000,000 per occurrence and aggregate
Sexual Abuse and Molestation	\$2,000,000 per occurrence and aggregate
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

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

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

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer

and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration. Consultant may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

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

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

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

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification

obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

j. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. All subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable. If requested by Consultant, City

may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

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

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

13. California Labor Code Requirements.

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

(Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings

and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

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

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

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:	CONSULTANT:
City of Arcadia	Heads in the Sky
240 West Huntington Drive	3406 Tareco Drive
Arcadia, CA 91066	Los Angeles, CA 90068
Attn: Emily Buchanan, Recreation Supervisor	Attn: Kevin Prince

and shall be effective upon receipt thereof.

21. Third Party Rights

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

22. Equal Opportunity Employment.

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

23. Entire Agreement

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

24. Severability

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

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights,

burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

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

27. Time of Essence

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

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

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

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARCADIA  
AND HEADS IN THE SKY**

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

**CITY OF ARCADIA**

**HEADS IN THE SKY**

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

**CONCUR:**

By: \_\_\_\_\_  
Michael J. Maurer  
City Attorney

\_\_\_\_\_  
Sara Somogyi  
Director of Recreation & Community Services

EXHIBIT A  
Scope of Services

Consultant shall provide the following services as part of their Professional Services Agreement:

1. Pre-Production & Planning

- a. Concept and Design: Develop a minimum of 12–15 image animations (patriotic themes and custom artwork). Create a storyboard review and approval process for the City.
- b. Compliance: Coordinate with the City's Recreation and Community Services Department, Arcadia Police Department, and Arcadia Fire Department for public safety aspects of the drone show.
- c. Site Survey and Logistics: Conduct a site inspection at Santa Anita Park to determine best drone launch/landing zones, safety perimeters, and audience viewing. Provide recommended crowd exclusion zones and emergency landing protocols.

2. Drone Show Productions

- a. Drone Fleet: Deploy 400 LED drones and 50 pyrotechnic drones with synchronized lighting technology. Fly drones into position at an appropriate altitude in compliance with FAA guidelines.
- b. Performance Details: The drone show duration should be a minimum of 12 minutes. The number of aerial images should be a minimum of 12-15 sequenced images. Custom animation will include patriotic imagery and text. The drone show will include synchronized music and sound effects for the full aerial display.
- c. Additional Sound Equipment: Provide sound equipment for playback of musically synchronized drone show. This includes enough speakers and power to cover a portion of the box seat and Grandstand area, approximately 40,000 square feet.
- d. Safety and Security: Establish the appropriate perimeter around the launch site for the performance. Provide FAA Part 107 licensed pilots and support staff. Provide an on-site safety officer to monitor operations.
- e. Timeline:
  - 90 days prior to event: Contractor shall include initial planning meetings and concept development.
  - 60 days prior to event: Contractor shall submit drafts of storyboards and animations for review.

- 30 days prior to event: Contractor shall submit the finalized storyboard and completed site plan for review.
- Within 30 days of event: Final approval and site walk-through.

### 3. Day of Event Operations

- a. Contractor team must arrive 5 hours prior to showtime.
- b. Contractor shall establish a secure launch area with barricades and signage with the City.
- c. Contractor shall conduct a final safety and communication check with the City before launch.
- d. Contractor shall perform the Drone Show during the approved start time of approximately 9 p.m.

### 4. Post Show and Clean-up

- a. Contractor shall safely land and secure drones, post-show.
- b. Contractor shall inspect and clean-up racing track to ensure no residual elements are left behind.
- c. Contractor shall deliver social asset that is shot and edited in collaboration with the City.

EXHIBIT B  
Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include with each invoice a detailed progress report that indicates the amount of budget spent on each task. Consultant will inform City regarding any out-of-scope work being performed by Consultant. This is a time-and-materials contract. The total compensation shall not exceed \$208,600 per the attached "Proposal Cost Sheet".

Proposal Cost Sheet – Attachment “A”

Cost for 400 LED drones:	\$168,600
Cost for 50 pyrotechnic drones:	\$25,000
Cost for sound equipment:	\$15,000

EXHIBIT C  
Activity Schedule

- 90 days prior to event: Contractor shall commence initial planning meetings and concept development.
- 60 days prior to event: Contractor shall submit drafts of storyboards and animations for review.
- 30 days prior to event: Contractor shall submit the finalized storyboard and completed site plan for review.
- Within 30 days of event: Final approval and site walk-through.
- Day of event
  - Contractor shall arrive at Santa Anita Park no later than 5 hours prior to showtime.
  - Contractor shall perform the Drone Show during the approved start time of approximately 9 p.m.
  - Contractor will do a site inspection and clean-up no more than 2 hours after the conclusion of the show.
- Contractor shall provide video of the show within 30 days of the event date.



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**RECREATION & COMMUNITY SERVICES DEPARTMENT**

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Sara Somogyi, Director of Recreation and Community Services  
By: Annie Beck, Recreation Supervisor

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH CAFÉ FUSION TO PROVIDE THE SENIOR MEALS PROGRAM FOR FISCAL YEAR 2026-27 IN AN AMOUNT NOT TO EXCEED \$120,000  
**CEQA: Not a Project**  
**Recommendation: Approve**

**SUMMARY**

The Senior Meals Program provides a warm and healthy meal for \$3.00 per person, Monday through Friday, to approximately 80 seniors. In January 2026, City staff issued a Request for Proposals (“RFP”) for the Senior Meals Program. Café Fusion responded with a proposal that best meets the City’s needs to provide senior meals.

It is recommended the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Café Fusion for the Senior Meals Program, in an amount not to exceed \$120,000, with the option of three one-year extensions. It is further recommended that the City Council delegate the authority to approve future optional renewals under this agreement to the City Manager, provided that any financial increases remain within standard inflationary levels.

**BACKGROUND**

The Senior Meals Program is offered at the Arcadia Community Center, Monday through Friday at 11:30 a.m., to adults 50 years of age and older. The primary intent of the program is to meet one-third of the participants’ daily nutritional intake values, while adhering to the Los Angeles County Department of Public Health standards. In addition, the program offers a social outlet to participants, helping reduce isolation

by building friendship and peer support. The City's current agreement with Bateman Community Living, LLC, d.b.a. TRIO Community Meals, to provide these meals will expire on June 30, 2026.

## **DISCUSSION**

In January 2026, City staff issued an RFP for the Senior Meals Program. City staff sent the RFP to a list of potential vendors and posted it on the City's website for public submittal.

The City received four proposals, and the evaluation process was conducted by a panel of staff from the Recreation and Community Services Department. The panel considered the proposals' thoroughness, understanding of the scope of work, related experience, references, quality, and costs. The results of the evaluation with each proposer's ranking and costs are listed below. The score is out of a possible 100 points.

Ranking	Company Name	Score	FY 26-27 Cost Per Meal	Annual Escalator
1	Café Fusion	80	\$6.00	6%
2	Everytable	79	\$6.75	5%
3	TRIO Community Meals	78	\$7.50	6%
4	Teabites Kitchen	42	\$10.50	7%

After careful consideration, the panel ultimately selected Café Fusion's proposal. Café Fusion is a local business in Arcadia that currently serves lunch daily to eight adult day care centers and is well equipped to meet the City's needs. Further, Café Fusion's costs were the lowest of all proposers, making the company qualified and cost effective.

## **ENVIRONMENTAL ANALYSIS**

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

**FISCAL IMPACT**

Previously, Community Development Block Grant (“CDBG”) funds were used to offset a portion of the senior meals; however, those funds have since been reallocated to support other senior programming. Participants will pay \$3.00 per meal. The proposed agreement will be supported by the General Fund in the amount of \$120,000, 50% of which will be offset by revenue received by participants.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and approve, authorize and direct the City Manager to execute a Professional Services Agreement with Café Fusion to provide the Senior Meals Program for Fiscal Year 2026-27 in an amount not to exceed \$120,000, with the option of three one-year extensions. It is further recommended that the City Council delegate the authority to approve future optional renewals under this agreement to the City Manager, provided that any financial increases remain within standard inflationary levels.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT REGARDING  
SENIOR MEALS PROGRAM**

This Agreement is made and entered into as of July 1, 2026 by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and Café Fusion, a with its principal place of business at 510 East Live Oak Avenue, Arcadia, CA 91006 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

- A. City is a public agency of the State of California and is in need of professional services for the following project: Senior Meals Program (hereinafter referred to as "the Project").
- B. Consultant is duly licensed and has the necessary qualifications to provide such services.
- C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$131,200. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. **July 1, 2026 to June 30, 2027 with three (3) possible one (1) year extensions.**

The term of this Agreement shall be from **July 1, 2026 to June 30, 2027**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed (“Notice to Proceed”). The Notice to Proceed shall set forth the date of commencement of work.

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

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability **Consultant shall procure and submit evidence of insurance for at least five (5) years from the time that all work under this Agreement is completed.**
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage. Consultant may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its

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

e. Cyber Liability Insurance.

Cyber Liability Insurance covering (1) all acts, errors, omissions, negligence, infringement of intellectual property; (2) network security and privacy risks, including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or negligence in the handling of confidential information, privacy perils, including coverage for related regulatory defense and penalties; (3) system failure, damage to or destruction of electronic information, data recovery, business interruption, cyber extortion, and information theft; (4) data breach expenses payable whether incurred by City or Consultant, including but not limited to consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for City or on behalf of City hereunder. If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit.

f. Minimum Policy Limits Required

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

Combined Single Limit

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

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

g. Evidence Required

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

h. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration. Consultant may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

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

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

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

City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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

i. Qualifying Insurers

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

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

j. Additional Insurance Provisions

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

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

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

k. Subconsultant Insurance Requirements. Consultant shall not allow any subcontractors or subconsultants to commence work on any subcontract until they have

provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or subconsultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. All subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or subconsultants.

12. Indemnification.

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

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

13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such

Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

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

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

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the

action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

16. Termination or Abandonment

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

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

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

18. Organization

Consultant shall assign Michelle Chou, Owner as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

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

20. Notice

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

CITY:

City of Arcadia

240 West Huntington Drive

Arcadia, CA 91066

Attn: Sara Somogyi, Director of Recreation &  
Community Services

CONSULTANT:

Café Fusion

510 East Live Oak Avenue

Arcadia, CA 91006

and shall be effective upon receipt thereof.

21. Third Party Rights

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

22. Equal Opportunity Employment.

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

23. Entire Agreement

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

24. Severability

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

25. Successors and Assigns

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

26. Non-Waiver

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

27. Time of Essence

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

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

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

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARCADIA  
AND CAFÉ FUSION**

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

**CITY OF ARCADIA**

**Café Fusion**

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CONCUR:

By: \_\_\_\_\_  
Michael J. Maurer  
City Attorney

\_\_\_\_\_  
Sara Somogyi  
Director of Recreation & Community Services

EXHIBIT A  
Scope of Services

During the Time of Performance as set forth herein, the Contractor shall furnish all food and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 50 years of age and older Monday through Friday of each week.

**Number/Price of Meals**

The minimum requirement is estimated at 40 meals and the maximum requirement is estimated at 80 meals per day. The meals would be congregate meal or box or picnic lunches. There is no guarantee that the maximum number of meals will be reached.

**Delivery**

- a. The meals shall be delivered to the Arcadia Community Center, 365 Campus Drive, Arcadia 91007.
- b. The City may add, delete or designate alternate meal locations provided that new meal locations shall not be located substantially farther than the Arcadia Community Center.
- c. The City may change the days and time of delivery and service by giving contractor 7 day notice.
- d. The City and the Contractor will jointly establish a time frame for ordering the number of meals required for any day.
- e. The Contractor shall deliver the meals no more than 45 minutes prior to and not less than 15 minutes before the agreed upon serving time. Food shall be kept in heat retaining equipment no longer than 2 hours after packaging.

**Service Standards**

- a. The kitchen shall be available to Contractor from 10:30 a.m. - 2:00 p.m. Meals will be served at 11:30 a.m.
- b. Meals are to be delivered in an individually packaged manner.
- c. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or insect infestation. Hot foods are to be delivered at a minimum temperature of 140° F and cold foods at a maximum temperature of 40° F.
- d. These temperatures must be maintained until serving time. The Contractor must take temperature of food daily at the end of production/packaging and on delivery at the nutrition site. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packaging. Daily written documentation of temperature logging/monitoring must be kept by Contractor and will be subject to audit by the Recreation Supervisor or designated person.
- e. The Contractor shall supply the following minimum specifications per item, but is not limited to the minimum. The Contractor shall monitor usage and keep on hand a two-week supply:

<b>Item</b>	<b>Specifications</b>
Disposable Plates	3 compartment containers
Disposable Cups	Cold
Disposable Bowls	8 oz.
Disposable Flatware	Med wt, knives, fork, spoon and soup spoon
Napkins	2 ply
Others	Plastic disposable gloves, disposable aprons, disposable place mats, hair nets, individual wrapped straws, butter, salt & pepper, salad dressing (ranch & Italian), tartar sauce, mustard, mayonnaise.

The City of Arcadia prohibits the use of polystyrene (“Styrofoam”) food and beverage containers. All paper good items must be 40% recyclable to be aligned with AB661.

- f. The Contractor shall place food in areas designated by Recreation Supervisor.
- g. Each delivery shall be accompanied by a delivery slip, in duplicate, designating number of meals and supplies delivered. Recreation Supervisor or designated person will sign receipt, if in order, and retain one copy.
- h. The Contractor's delivery equipment shall be removed from the meal location by 2:00 p.m. City is not responsible after this time.
- i. The Contractor shall provide a back-up delivery system in the event of vehicle breakdown.
- j. Electrical items required to be provided herein shall have the UNDERWRITER'S LABORATORY OR LOS ANGELES ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and COSHA requirements, where applicable.
- k. The Contractor shall comply with all Federal, State and local health department laws and regulations. Contractor shall provide City with a current copy of the health certificate and any corrected deficiencies with bid.
- l. Authorized representative of the City shall have the right to inspect food preparation, storage, and packing sites during the term of the contract.
- m. The City Manager, Recreation and Community Services Director, or their designate shall have the authority to cancel or postpone use of a facility if the City deems such action necessary. Whenever possible, 48 hours notice will be given to the contractor.

**Meal Standards**

The Contractor shall be liable for meals that do not meet the nutritional standards and requirements or are spoiled or unwholesome at time of delivery, or are insufficient in number ordered, or are delivered after the time specified by the City. In the event the Contractor fails to deliver meals, other foods, or supplies as agreed upon, the City may provide a substitute meal with emergency supplies or meals purchased from other places and charge the cost of the purchased meal to the Contractor. The replacement cost shall not exceed 120 percent of the contracted catered meal cost.

If any portion of a meal, other than the entree is delivered in an unacceptable condition, such as incorrect temperature (\*potentially hazardous), less than contracted portion, spoiled or too

late, the Contractor shall be liable for 120% replacement cost of that portion. If the entree is unacceptable, the Contractor shall be liable for the cost of the entire meal. Any item replaced by City due to storage or spoilage shall be reimbursed at full amount expended. All shortages shall be noted on delivery slip for proper crediting.

### **Menus**

- a. All menus shall comply with the current State requirements.
- b. A 6-week cycle menu shall be used that is written once every twelve months.
- c. The Contractor has the responsibility for menu writing with approval by the Recreation Supervisor or his/her designate.
- d. The contractor must provide menu one month prior.
- e. The City is responsible for typing and duplicating menu.
- f. The Contractor shall submit in writing all menu substitutions to the Recreation Supervisor or designate for approval at least 15 days prior to the serving date. The Contractor may, however, in an emergency situation make menu substitutions on verbal approval of the Recreation Supervisor or designate, with a written notice to follow for documentation.

### **Meal Pattern**

A typical meal must include an entree, vegetable, starch, salad (vegetable or fruit), roll & margarine, beverage, and dessert (at least twice a week):

- Meat or meat alternate 3oz. edible portion (exclusive of bone, fat, gristle, etc.)
- Vegetables/Fruits 2 (1/2 cup each) servings (exclusive of dessert)
- Juice (as needed to 1/2 cup satisfy Vitamin C requirement)
- Enriched bread 1 slice bread, cornbread, roll, tortilla, biscuit
- Cooked Starch 1/2 cup serving such as rice, pasta, potato
- Margarine 1 teaspoon
- Dessert 1/2 cup or equivalent (served at least twice a week)
- Beverage coffee, tea or milk

In the preparation of all meals, the Contractor shall use a minimum of simple sugars. Each meal shall not exceed 1100 mg of sodium and shall be low in fat.

Contractor shall provide all condiments, which are normally served with specific menus, including, but not limited to, salt, pepper, salad dressing, tartar sauce, mustard, catsup, cream, sugar, and garnishes such as lemon slices and parsley. The Contractor shall provide containers for salt, pepper or any other item as may be required.

Ground beef may be used no more often than twice a week and must be solid form such as meatloaf or Salisbury steak for one of the servings.

Desserts such as fruits, puddings, gelatin with fruit, ice cream, ice milk, sherbet, and similar foods shall be served in one-half (1/2)-cup portions. Oatmeal, wheat and peanut butter cookies, not to exceed 80 calories per serving, may be included once a week. High calorie

desserts such as plain gelatin, cake, pie, cookies and similar foods shall also be included but are to be limited to once per week.

Different fruits will be served at least three days. Whole fresh fruit in season shall be served at least once during each week. Canned fruit will be water packed or packed in its own juice.

Minimum grades for all foods shall be as follows:

- Beef: USDA grade A Choice
- Pork: USDA Number 1 (as defined in SRA, Number 171 US Standards and Grades of Pork Carcasses)
- Lamb: USDA Choice
- Poultry: USDA Grade A to be used for all fresh or frozen poultry products. Neck, backs, or wings alone shall not be used. Reconstructed roll products are not acceptable.
- Variety Meats: Grade Number 1 from USDA Government inspected plants.
- Dairy Products: Following is to be used as minimum specifications for all graded dairy products:
  - Eggs, fresh USDA or State Graded A
  - Cheese, USDA grade A, non-processed cheese
- Fish and seafood must be either fresh or frozen and be a nationally distributed brand packed under continuous inspection of the US Department of Interior.
- Canned Fruits and Juices: USDA Grade A (fancy) and Grade B (choice) are to be used for all graded fruits and fruit juices. Grade C (standard) may be used for pie and cobbler production only.
- Fresh fruits: USDA Fancy to USDA Number 1 to be used for all graded fresh fruits as a minimum standard.
- Fresh vegetables: USDA Fancy and Number 1 to be used for all graded fresh vegetables as a minimum standard.
- Frozen fruits and vegetables: USDA grade A is to be used for all graded frozen fruits and vegetables as a minimum standard.

Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole, shall be prescored by the Contractor for the appropriate number of servings. *Asian meals are to be served minimum at least 2 days a week.*

EXHIBIT B  
Schedule of Charges/Payments

**July 1, 2026-June 30, 2027**

**CATERER:** Café Fusion

**HOT MEAL**

**COST PER MEAL**

Raw Food	\$ 2.30	
Condiments	\$ 0.30	
<u>Preparation</u>	\$ 1.20	
<u>Transit</u>	\$ 0.40	
<u>Sundry Items</u>		
Paper	\$ 0.35	
Other	\$ 0.80	
		<b>TOTAL CATERED</b>
<u>Overhead Profit</u>	\$ 0.65	<b>COST/MEAL \$6.00</b>

**BOX OR PICNIC LUNCH**

Raw Food	\$ 2.30	
Condiments	\$ 0.30	
<u>Preparation</u>	\$ 1.40	
<u>Transit</u>	\$ 0.40	
<u>Sundry Items</u>		
Paper	\$ 0.65	
Other	\$ 0.80	
		<b>TOTAL CATERED</b>
<u>Overhead Profit</u>	\$ 0.65	<b>COST/MEAL \$ 6.50</b>

**BIDDER'S COST PROPOSAL CONTINUED**

DESCRIPTION	ESCALATOR PERCENTAGE	ANNUAL COST
<p><b>ANNUAL ESCALATOR</b></p> <p>This contract is eligible for possible contract extensions. Extensions are subject to City approval and are not guaranteed. Escalators are intended to cover cost of living increases. Annual costs should be calculated based on the Total Bid line item for Fiscal Year 2026-27.</p>		
<b>Fiscal Year 2027-28</b>	<b>__5__ %</b>	<b>\$6.30</b>
<b>Fiscal Year 2028-29</b>		<b>\$6.62</b>
<b>Fiscal Year 2029-30</b>		<b>\$6.95</b>

EXHIBIT C  
Activity Schedule

The meal service is to be performed: July 1, 2026 to June 30, 2027

Possible extensions:

July 1, 2027, to June 30, 2028

July 1, 2028, to June 30, 2029

July 1, 2029, to June 30, 2030

Delivery Schedule

- a. The meals shall be delivered to the Arcadia Community Center, 365 Campus Drive, Arcadia 91007.
- b. The City may add, delete, or designate alternate meal locations provided that new meal locations shall not be located substantially farther than the Arcadia Community Center.
- c. The City may change the days and time of deliver and service by giving contractor 7 days' notice.
- d. The City and the Contractor will jointly establish a time frame for ordering the number of meals.



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**RECREATION & COMMUNITY SERVICES DEPARTMENT**

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Sara Somogyi, Director of Recreation and Community Services  
By: Natalie Corral, Recreation Supervisor

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH SOUTHLAND SPORTS TO PROVIDE BASKETBALL OFFICIAL SERVICES FOR FISCAL YEAR 2026-27 IN AN AMOUNT NOT TO EXCEED \$51,400  
**CEQA: Not a Project**  
**Recommendation: Approve**

**SUMMARY**

The Recreation and Community Services Department offers various sport leagues that require professional sport officials to administer games. With the support of these officials, the Recreation and Community Services Department is able to provide high quality basketball leagues for youth and adults. In January 2026, City staff issued a Request for Proposals (“RFP”) for Basketball Official Services and received one response from Southland Sports.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Southland Sports for Basketball Official Services, in an amount not to exceed \$51,400, with the option of three one-year extensions. It is further recommended that the City Council delegate the authority to approve future optional renewals under this agreement to the City Manager, provided that any financial increases remain within standard inflationary levels.

**BACKGROUND**

The Recreation and Community Services Department offers youth and adult basketball leagues, which require Basketball Official Services. Southland Sports is the

City's current Basketball Official Services provider and their current agreement is set to expire on June 30, 2026.

### **DISCUSSION**

In January 2026, City staff issued an RFP for Basketball Official Services. The RFP was open to the public and posted on the City's website. The City received one proposal by the February 12, 2026, deadline. The evaluation of the proposal was conducted by a panel of staff from the Recreation and Community Services Department. The panel considered the proposal's thoroughness, understanding of the scope of work, related experience, references, quality, and costs. The results of the evaluation with the proposer ranking and cost are below. The score is out of a possible 100 points.

<b>Ranking</b>	<b>Company Name</b>	<b>Score</b>	<b>FY26-27 Cost</b>	<b>Annual Escalator</b>
1	Southland Sports	91	\$51,400	6%

As the sole bidder and the City's current contractor for these services, the panel opted to proceed with the proposal from Southland Sports. The vendor remains in good standing with the City, and has a long history of providing professional and high-quality Basketball Official Services to Arcadia. The vendor is well qualified to perform this work and offers a competitive rate of \$40 per official, per game.

### **ENVIRONMENTAL ANALYSIS**

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

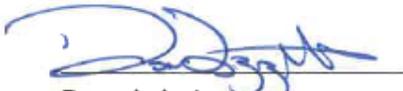
### **FISCAL IMPACT**

The proposed agreement will be supported by the General Fund in the amount of \$51,400, and expenses will be offset by participant registration fees. There is sufficient funding in the Recreation and Community Services Department budget to support this agreement.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Southland Sports to provide Basketball Official Services for Fiscal Year 2026-27 in an amount not to exceed \$51,400, with the option of three one-year extensions. It is further recommended that the City Council delegate the authority to approve optional future renewals under this agreement to the City Manager, provided that any financial increases remain within standard inflationary levels.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT REGARDING  
BASKETBALL OFFICIALS**

This Agreement is made and entered into as of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and **SOUTHLAND SPORTS, a Sole Proprietorship** with its principal place of business at 1822-A East Route 66 #437 Glendora, CA 91740 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for **BASKETBALL LEAGUE OFFICIALS**.

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

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

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$51,400. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

4. Maintenance of Records.

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

5. July 1, 2026, through June 30, 2027, with three (3) possible one (1) year extensions.

The term of this Agreement shall be from **July 1, 2026, to June 30, 2027, with three (3) possible one (1) year extensions**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

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

6. Delays in Performance.

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

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

7. Compliance with Law.

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

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

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

8. Standard of Care

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

9. Assignment and Subconsultant

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

10. Independent Contractor

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

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

a. Commercial General Liability

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

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

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

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

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability **Consultant shall procure and submit evidence of insurance for at least five (5) years from the time that all work under this Agreement is completed.**
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage
- (9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage. Consultant may provide blanket endorsements to meet the Additional Insured requirement in this written contract. However, all subcontractors' endorsements shall specifically name the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives as additional insureds and blanket endorsements are not acceptable.

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

b. Automobile Liability

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

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

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

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

c. Workers' Compensation/Employer's Liability

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

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

d. Professional Liability (Errors and Omissions)

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

e. Minimum Policy Limits Required

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

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Participant Legal Liability	\$2,000,000 per occurrence and aggregate
Sexual Abuse and Molestation	\$2,000,000 per occurrence and aggregate
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence



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

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

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

h. Qualifying Insurers

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

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

i. Additional Insurance Provisions

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

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

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

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

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

## 12. Indemnification.

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

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to

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

13. California Labor Code Requirements.

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

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

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements.

Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

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

15. Laws and Venue.

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

16. Termination or Abandonment

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

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event

of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

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

18. Organization

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

19. Limitation of Agreement.

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

20. Notice

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

CITY:

City of Arcadia

240 West Huntington Drive

Arcadia, CA 91066

Attn: Recreation & Community Services Department

CONSULTANT:

Southland Sports Officials

1822-A E. Route 66 #437

Glendora, CA 91740

Attn: Frank Ortiz

and shall be effective upon receipt thereof.

21. Third Party Rights

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

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion,

color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

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

24. Severability

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

25. Successors and Assigns

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

26. Non-Waiver

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

27. Time of Essence

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

28. City's Right to Employ Other Consultants

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

29. Prohibited Interests

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

When funding for the services is provided, in whole or in part, by an agency of the federal government, Consultant shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARCADIA  
AND SOUTHLAND SPORTS OFFICIALS**

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

**CITY OF ARCADIA**

**SOUTHLAND SPORTS OFFICIALS**

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

CONCUR:

By: \_\_\_\_\_  
Michael J. Maurer  
City Attorney

\_\_\_\_\_  
Sara Somogyi  
Director of Recreation & Community Services

EXHIBIT "A"  
Scope of Services

Consultant shall provide the following services as part of their Professional Services Agreement:

- Provide two (2) CIF certified and Live Scan cleared basketball officials for each adult and youth basketball game.
- Officials must arrive at the assigned site ten (10) minutes prior to their assigned start time.
- Officials must wear appropriate referee uniform.
- Cost per official per game is single-game rate regardless of official count.
- All officials must be fingerprinted by Arcadia Police Department and be CIF Southern Section certified.
- There is no minimum number of games to be officiated required per week.

EXHIBIT "B"  
Schedule of Charges/Payments

Consultant will invoice City on a monthly cycle. Consultant will include a detailed invoice with date of games, amount of games played, number of officials and total amount due. The total compensation shall not exceed \$51,400 per the attached "Proposal Cost Sheet".

## EXHIBIT "C"

### Activity Schedule

The Adult Basketball League is scheduled to operate on Sundays between the hours of 8am and 10pm at the Dana Gym, 1401 S. First Avenue, Arcadia. Two (2) CIF certified officials are required to officiate the games. Each season is 10 weeks, and the Sunday league runs for four (4) seasons.

The Youth Basketball League operates for six (6) weeks during the months of January through March and six (6) weeks during the months of July through August, consisting of approximately 26 teams. Games are scheduled each Saturday between the hours of 8am and 6pm. Approximately ten (10) games are scheduled each week during January through March and four (4) games are scheduled each week during July through August, all requiring two (2) CIF certified officials.





DEVELOPMENT SERVICES DEPARTMENT

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Lisa Flores, Interim Development Services Director  
By: Jeramie Brogan, Senior Management Analyst

**SUBJECT:** AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING FOR COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") HOUSING REHABILITATION PROGRAM MANAGEMENT AND ADMINISTRATIVE SERVICES, ADDING \$10,403 FOR FISCAL YEAR 2025-26

**CEQA: Not a Project**

**Recommendation: Approve**

**SUMMARY**

On November 19, 2024, the City Council approved a Professional Services Agreement ("Agreement") with Willdan Engineering ("Willdan") for Community Development Block Grant ("CDBG") Housing Rehabilitation Program Management and Administrative Services, in the amount of \$49,150. The Agreement included an option for three, one-year contract renewals at the sole discretion of the City Manager.

Since that time, additional home improvement projects have been approved under the program, resulting in a higher level of service demand than originally anticipated. As a result, additional funds in the amount of \$10,403 are necessary to complete program services through the remainder of Fiscal Year 2025–26. Accordingly, an amendment to the Agreement is necessary to appropriate the additional funds.

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA") and approve, authorize, and direct the City Manager to execute an amendment to the Professional Services Agreement with Willdan Engineering for management of the Community Development Block Grant ("CDBG") Program for an additional \$10,403, for a revised total contract of \$59,553 in Fiscal Year 2025-26.

## **BACKGROUND**

On November 19, 2024, the City Council approved an agreement with Willdan for the administration and management of the CDBG Home Improvement Program in the amount of \$49,150, plus a 10% contingency. The City Council also authorized up to three one-year renewals with City Manager approval, provided that the contract rates do not exceed annual inflationary adjustments.

Willdan started providing these services for the City midway through Fiscal Year 2024–25 and expanded to full operational capacity in Fiscal Year 2025-26. Through their scope of work, Willdan handles application processing, qualification review, bid preparation, project management, and reporting to the Los Angeles County Development Authority (“LACDA”). Willdan also assisted the City in responding to new, unanticipated federal requirements. In addition, their work has included updating the Home Improvement Program (“HIP”) guidelines, which had not been comprehensively revised in recent years, and implementing a streamlined application process. As the program became fully operational and application processing increased, the associated administrative time and costs exceeded initial estimates. The City anticipates completing up to eight (8) HIP projects by the end of this Fiscal Year, compared to one (1) project that was completed in the previous year.

## **DISCUSSION**

The City receives CDBG funds annually through LACDA. These funds support programs and projects that benefit Low and Moderate Income residents. A significant portion of the City’s annual CDBG allocation is dedicated to the HIP, which provides grants of up to \$25,000 to owner-occupied single-family residences, and up to \$20,000 for townhomes and condominiums to assist Low and Moderate homeowners with eligible improvements. Eligible improvements include exterior painting, roof replacement, accessibility modifications for individuals with disabilities or special needs, energy-efficiency upgrades, window replacement, termite damage repair, installation of new air-conditioning units and water heaters, and other necessary improvements. These enhancements improve the livability of the home while helping preserve values and prevent neighborhood deterioration.

Each project requires substantial administrative oversight to comply with federal CDBG regulations. The reporting requirements and income verification components of the program are complex and time consuming. For this reason, the administrative

funds are used to contract with a program consultant who understands the processes and requirements of the CDBG program and can work closely with applicants.

The HIP budget can vary from year to year, and for Fiscal Year 2025-26, the budget totals \$243,738. A maximum of 20% of the HIP budget, or approximately \$48,747, may be used for program administration. Willdan’s current Purchase Order totals \$49,150, which exceeds the allowable administrative cap and results in \$403 being ineligible for CDBG reimbursement.

To address the increased administrative costs, a General Fund appropriation of \$10,000 is requested to complete the pending projects. In addition, \$403 is required to cover the portion of the existing Purchase Order that exceeds the CDBG administrative funding cap. The requested appropriation of \$10,403 will allow Willdan to complete the remaining projects and resolve the current Purchase Order shortfall, as shown below:

Home Improvement Program Budget	\$243,738
Maximum Administration Reimbursement (20% of Budget)	\$48,747
Current Purchase Order Amount	\$49,150
Difference	\$403
Estimated Willdan Costs for Remainder of Term	\$10,000
<b>Total Requested General Fund Appropriation</b>	<b>\$10,403</b>

As a result, it is recommended that \$10,403 in General Fund dollars, available from unencumbered funds in the Development Services Department budget, be used to cover the estimated costs needed to complete the pending projects, and address the portion of administrative services that exceeds the CDBG funding cap. If approved, the amended Agreement would total \$59,553, with approximately \$48,747 reimbursable through the CDBG administrative allocation.

### **ENVIRONMENTAL ANALYSIS**

This proposed action is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines Section 15061(b)(3), commonly referred to as the “common sense exemption,” as it can be seen with certainty that there is no possibility that the approval of the amended agreement for administrative

services may have a significant effect on the environment. As such, the proposed action is not a project under CEQA.

**FISCAL IMPACT**

The Fiscal Year 2025–26 Development Services Department budget includes sufficient unencumbered funds to cover the \$10,403 amendment; therefore, no additional General Fund appropriation is required. In future contract years, program adjustments such as reducing the number of projects completed annually may be necessary to ensure total administrative costs remain within the 20% administrative cap, minimizing the need for additional cost-related amendments.

The November 19, 2024, City Council approval allows for three optional one-year contract renewals and a 10% contingency. This contingency may be used in future years if the administrative cap increases, provided that any such use can be fully funded with CDBG dollars.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act (“CEQA”); and approve, authorize, and direct the City Manager to execute an amendment to the Professional Services Agreement with Willdan Engineering for Community Development Block Grant (“CDBG”) Housing Rehabilitation Program Management and Administrative Services, adding \$10,403, for a revised total contract of \$59,553 in Fiscal Year 2025-26.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Amendment No. 2 to the Professional Services Agreement

**AMENDMENT NO. 2 TO AGREEMENT REGARDING THE HOUSING  
REHABILITATION PROGRAM MANAGEMENT AND ADMINISTRATIVE  
SERVICES**

This Amendment No. 2 (“Amendment No. 2”) is hereby entered into by and between the City of Arcadia, a charter city organized under the Constitution and laws of the State of California, and Willdan Engineering, a California corporation, with its principal place of business at 2401 East Katella Avenue, Suite 300, Anaheim, California 82806, with respect to that certain Professional Services Agreement between the parties dated December 11, 2024 as amended by Amendment No. 1 dated July 23, 2025, and Amendment No. 2 dated \_\_\_\_\_, 2026. (“Agreement”).

The parties agree as follows:

1. Pursuant to Section 2.b of the “Agreement”, the Compensation is hereby amended to provide an additional compensation (increase) to the original Agreement in the amount of **Ten Thousand, Four Hundred Three Dollars (\$10,403)**, for a new total compensation of \$59,553, as referenced in the attached Exhibit “B.”
2. All other terms and provisions of the Agreement not amended by this Amendment No. 2 are hereby reaffirmed.

In witness whereof the parties have executed this Amendment No. 2 on the date set forth below.

CITY OF ARCADIA

WILLDAN ENGINEERING

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

ATTEST:  
  
\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Michael J. Maurer  
City Attorney

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

CONCUR:  
  
\_\_\_\_\_  
Lisa Flores  
Interim Development Services Director

EXHIBIT "B"

Schedule of Charges/Payments

The additional compensation shall not exceed Ten Thousand, Four Hundred Three Dollars (\$10,403), for a new total compensation of \$59,553 for the Fiscal Year 2025-26 term.

DRAFT



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OFFICE OF THE CITY MANAGER

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** GENERAL SERVICES AGREEMENT RENEWAL WITH THE COUNTY OF LOS ANGELES  
**CEQA: Not a Project**  
**Recommendation: Approve**

**SUMMARY**

The General Services Agreement (“Agreement”) between the City of Arcadia and the County of Los Angeles (“County”) establishes the types of County services that the City may request on an as-needed basis. Rather than providing every municipal service independently, the City may utilize certain services that the County can administer in a more efficient and cost-effective manner.

This type of Agreement has been in place between the City of Arcadia and the County since 1977. The current Agreement is set to expire on June 30, 2026, and requires renewal to ensure continued availability of these services. Since each agreement is renewed with participating cities in five-year increments, it is recommended that the City Council approve, authorize, and direct the Mayor to execute the renewal of the General Services Agreement with the County of Los Angeles for a five-year period, from July 1, 2026, through June 30, 2031.

**BACKGROUND**

The General Services Agreement between Arcadia and the County is broad in scope and authorizes the County to provide services at the request of the City (see Attachment No. 1). By having an agreement in place, the City may request services from the County without having to prepare individual contracts for approval by the

City Council and Board of Supervisors. With a General Services Agreement in place, Arcadia has been able to meet the various demands for these services in a timely and responsive manner, allowing any urgent needs to be expediently addressed. The City has maintained this type of Agreement with the County since 1977, with renewals every five years. The current General Services Agreement between the City of Arcadia and the County of Los Angeles will expire on June 30, 2026.

## **DISCUSSION**

The General Services Agreement (“Agreement”) allows cities like Arcadia and other public entities to request a variety of County services on an as-needed basis. These services are typically those that the County can provide more efficiently or that may only be required occasionally. The Agreement generally covers miscellaneous services such as direct assessment collections, predatory animal control, prosecution of City ordinances, and certain public works–related services.

The proposed Agreement does not include services that the City of Arcadia provides directly, such as police, fire, and library services. Nor does the Agreement address services that are governed by separate agreements for Arcadia, such as animal care and control.

Under the current Agreement, the County may provide several services to Arcadia if requested, including: weed abatement; GIS and mapping; direct assessment collections; City prosecution services; housing and homelessness services; public health services; certain telecommunications and IT services; some energy and environmental programs; document transfer tax collections; limited public works services; and specialized assistance from the Sheriff’s Department.

Available public works services include bridge inspection and maintenance, storm drain catch basin cleanout, the Safe, Clean Water Program, final subdivision map review, underground storage tank services, infrastructure design and construction, and traffic signal maintenance at shared intersections.

The City is not obligated to use any of the available County services. Rather, the Agreement provides a framework that allows the City to access County services, if needed. There are no significant changes between the proposed Agreement and the General Services Agreement approved by the City Council in 2021 (see Attachment

No. 2). The County has requested that the signed Agreement be returned by May 1, 2026, to allow sufficient time for review and approval by the County Board of Supervisors.

### **ENVIRONMENTAL ANALYSIS**

The proposed renewal of the General Services Agreement between the City of Arcadia and the County of Los Angeles does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty that it will not have an impact on the environment. If required, a separate environmental review process will be undertaken prior to the provision of any services that may necessitate such a review.

### **FISCAL IMPACT**

There is no cost associated with the renewal of the proposed General Services Agreement. Approval of the Agreement does not commit the City to any expenditures, as costs are only incurred if services are requested and performed.

The rates to perform the applicable services are readjusted by the County Auditor-Controller on July 1 of each year, in accordance with the rates adopted by the County Board of Supervisors. Since the services are performed on an as-needed basis, without consistent and predictable application, the City will first pursue existing budgets to accommodate any expenses. Any additional costs or those requiring a supplemental appropriation would be subject to the approval of the City Council.

### **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 Mayor to execute the renewal of the General Services Agreement with the County of Los Angeles for a five-year period, from July 1, 2026, through June 30, 2031.

Attachment No. 1: Proposed General Services Agreement (2026-2031)

Attachment No. 2: Executed General Services Agreement (2021-2026)

**GENERAL SERVICES AGREEMENT**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2026, is made by and between the County of Los Angeles, hereinafter referred to as the "County," and the City of Arcadia, hereinafter referred to as the "City."

RECITALS:

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

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

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

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2031, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2031, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2031, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 2026.

The City of Arcadia,

By \_\_\_\_\_  
Mayor

ATTEST:

City Clerk

**THE COUNTY OF LOS ANGELES**

By \_\_\_\_\_

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

EDWARD YEN  
Executive Officer/Clerk  
of the Board of Supervisors

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael J. Maurer  
City Attorney  
City of Arcadia

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy

**GENERAL SERVICES AGREEMENT**

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

**RECITALS:**

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

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

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

**THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed this 8th day of June 2021.

The City of Arcadia,

By [Signature]  
Mayor

ATTEST:

City Clerk

By [Signature] Deputy

THE COUNTY OF LOS ANGELES

By [Signature]  
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA  
Executive Officer/Clerk  
of the Board of Supervisors

By [Signature]  
Deputy 6/8/2021

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

RODRIGO CASTRO-SILVA  
County Counsel

By [Signature]  
Senior Deputy





POLICE DEPARTMENT

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE OF PORTABLE AND MOBILE RADIOS FOR THE ARCADIA POLICE DEPARTMENT FROM MOTOROLA SOLUTIONS INC., FROM THE EQUIPMENT REPLACEMENT FUND, IN AN AMOUNT NOT TO EXCEED \$444,260

**CEQA: Not a Project**

**Recommendation: Approve**

**SUMMARY**

The Fiscal Year 2025-26 Equipment Replacement Budget provides for the replacement of radios for the Police Department. To ensure that the City receives the most competitive price, a formal bid process was conducted. One responsive bid was received from Motorola Solutions Inc. It is recommended that the City Council authorize the purchase of portable and mobile radios from Motorola Solutions Inc., in an amount not to exceed \$444,260.

**BACKGROUND**

Handheld, vehicle, and dispatch radios are the Police Department's primary means of communication, including responses to 9-1-1 calls, emergency responses, investigations, and traffic enforcement. As part of the annual Equipment Replacement Fund Budget, the Department plans for the replacement of radios and related equipment. Radios are replaced for various reasons, such as reaching maximum life expectancy, repeated malfunctions, and becoming outdated and/or obsolete. The Department will purchase the latest radio technology, Motorola Model APX 8000 and APX 8500, which is Project 25 ("P25") compliant. P25 is a set of standards for federal, state, and local public safety agencies to provide interoperable

emergency communication within a jurisdiction as well as between agencies and mutual aid response teams.

## **DISCUSSION**

A Notice Inviting Bids was published on the City's website, and one bid was received on November 6, 2025, from Motorola Solutions Inc., in the amount of \$628,321. The bid received was based on the City's request for 37 portable radios and 18 mobile radios. Since the total bid exceeded the City's budget, the quantity of radios requested was decreased to align with the City's budget of \$444,260. The cost per radio remained the same and is outlined in the attached quote, dated February 4, 2026. Additionally, the City received a discounted rate of approximately 27% through the Los Angeles County Master Purchase and Service Agreement with Motorola Solutions. It should be noted that radios not covered in the Fiscal Year 2025-26 equipment replacement purchase will be included in the Fiscal Year 2026-27 Equipment Replacement Budget. Delaying the purchase of some radios will not impact public safety, as the existing radios remain operational and compliant.

This year the following items are scheduled to be replaced:

- Qty. 8 – APX8000 All Band Portable Radios: Replacement of aging and malfunctioning portable radios assigned to the Special Weapons and Tactics ("SWAT") Team, as well as spare radios deployed when additional field units require coverage.
- Qty. 13 – APX8500 All Band Mobile Radios: Upgrade outdated radios in the Mobile Command Post and Emergency Operations Center and install a secondary radio system in all K9 patrol and field supervisor units.
- Qty. 18 – APX8500 All Band Mobile Radios: Replace outdated radios in the Detective Bureau fleet vehicles.

Motorola radio equipment is currently being utilized for both handheld and vehicle radios and has been the preferred vendor because of compatibility with existing Motorola equipment, such as radio identifiers, battery chargers, batteries, microphones, handsets, and peripherals. The Department will continue using Motorola for its handheld radios and all-band radios, which are utilized in marked (black and white) vehicles.

**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.

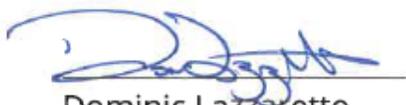
**FISCAL IMPACT**

The radios to be purchased through Motorola Solutions Inc. will not exceed \$444,260. Sufficient funds have been allocated in the Fiscal Year 2025-26 Equipment Replacement Fund budget for this purchase. Importantly, \$184,260 of the funding has been carried over from the Fiscal Year 2024-25 Equipment Replacement budget; these funds were specifically allocated for the radio replacement purchase.

**RECOMMENDATION**

It is recommended the City Council determine this action is not a project under the California Environmental Quality Act ("CEQA"); and approve the purchase of portable and mobile radios for the Arcadia Police Department from Motorola Solutions Inc., from the Equipment Replacement Fund, in an amount not to exceed \$444,260.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Motorola Solutions Inc. Quote Dated February 4, 2026

Billing Address:  
 ARCADIA POLICE DEPT, CITY OF  
 240 WEST HUNTINGTON DR  
 ARCADIA, CA 91066  
 US

Shipping Address:  
 ARCADIA POLICE DEPT, CITY OF  
 250 W HUNTINGTON DR  
 ARCADIA, CA 91007  
 US

Quote Date:02/04/2026  
 Expiration Date:04/05/2026  
 Quote Created By:  
 Andy Grimm  
 agrimm@daywireless.com  
 858-864-3660

End Customer:  
 ARCADIA POLICE DEPT, CITY OF  
 Amber Abeyta  
 aabeyta@arcadiaca.gov  
 626-574-5136

Contract: LA COUNTY , CA MA-  
 IS-2240228

Freight Terms:FREIGHT PREPAID  
 Payment Terms:30 NET

Revised Quantities 2/4/26  
 LUMP SUM Quote for Radio Bid  
 Bid-2025-APD Portable and Mobile Radios

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
	APX™ 8000 Series	APX8000					
1	H91TGD9PW6AN	PORTABLE RADIO APX 8000 ALL BAND MODEL 2.5	8	\$8,226.00	27.0%	\$6,004.98	\$48,039.84
1a	Q806CB	ADD: ASTRO DIGITAL CAI OPERATION	8	\$607.00	27.0%	\$443.11	\$3,544.88
1b	Q361AN	ADD: P25 9600 BAUD TRUNKING	8	\$353.00	27.0%	\$257.69	\$2,061.52
1c	QA00580AA	ADD: TDMA OPERATION	8	\$530.00	27.0%	\$386.90	\$3,095.20
1d	Q58AL	ADD: 3Y ESSENTIAL SERVICE	8	\$184.00	0.0%	\$184.00	\$1,472.00
1e	Q15AJ	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	8	\$941.00	27.0%	\$686.93	\$5,495.44
1f	QA01843AC	ADD: FALL ALERT / MANDOWN OPERATION	8	\$177.00	27.0%	\$129.21	\$1,033.68
1g	QA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	8	\$0.00	0.0%	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
1h	QA09001AB	ADD: WIFI CAPABILITY	8	\$353.00	27.0%	\$257.69	\$2,061.52
1i	Q498AU	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	8	\$871.00	27.0%	\$635.83	\$5,086.64
1j	H38BS	ADD: SMARTZONE OPERATION	8	\$1,766.00	27.0%	\$1,289.18	\$10,313.44
1k	QA09113AB	ADD: BASELINE RELEASE SW	8	\$0.00	0.0%	\$0.00	\$0.00
1l	G996AP	ADD: PROGRAMMING OVER P25 (OTAP)	8	\$118.00	27.0%	\$86.14	\$689.12
	APX™ 8500						
2	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	13	\$6,558.00	27.0%	\$4,787.34	\$62,235.42
2a	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	13	\$0.00	0.0%	\$0.00	\$0.00
2b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	13	\$941.00	27.0%	\$686.93	\$8,930.09
2c	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	13	\$118.00	27.0%	\$86.14	\$1,119.82
2d	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	13	\$118.00	27.0%	\$86.14	\$1,119.82
2e	GA00580AA	ADD: TDMA OPERATION	13	\$530.00	27.0%	\$386.90	\$5,029.70
2f	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	13	\$112.00	27.0%	\$81.76	\$1,062.88
2g	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	13	\$1,766.00	27.0%	\$1,289.18	\$16,759.34
2h	G78AT	ENH: 3 YEAR ESSENTIAL SVC	13	\$288.00	0.0%	\$288.00	\$3,744.00
2i	GA09001AA	ADD: WI-FI CAPABILITY	13	\$353.00	27.0%	\$257.69	\$3,349.97
2j	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	13	\$871.00	27.0%	\$635.83	\$8,265.79
2k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	13	\$71.00	27.0%	\$51.83	\$673.79
2l	G444AH	ADD: APX CONTROL HEAD SOFTWARE	13	\$0.00	0.0%	\$0.00	\$0.00
2m	G67EH	ADD: REMOTE MOUNT E5 MP	13	\$350.00	27.0%	\$255.50	\$3,321.50



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
2n	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	13	\$0.00	0.0%	\$0.00	\$0.00
2o	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	13	\$607.00	27.0%	\$443.11	\$5,760.43
2p	GA01670AA	ADD: APX E5 CONTROL HEAD	13	\$767.00	27.0%	\$559.91	\$7,278.83
2q	W22BA	ADD: STD PALM MICROPHONE APX	13	\$85.00	27.0%	\$62.05	\$806.65
2r	QA09113AB	ADD: BASELINE RELEASE SW	13	\$0.00	0.0%	\$0.00	\$0.00
2s	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	13	\$353.00	27.0%	\$257.69	\$3,349.97
	APX™ 8500						
3	M37TSS9PW1CN	APX8500 ALL BAND MP MOBILE	18	\$6,558.00	27.0%	\$4,787.34	\$86,172.12
3a	G90AC	ADD: NO MICROPHONE NEEDED APX	18	\$0.00	0.0%	\$0.00	\$0.00
3b	GA09007AA	ADD: OUT OF THE BOX WIFI PROVISIONING	18	\$0.00	0.0%	\$0.00	\$0.00
3c	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	18	\$941.00	27.0%	\$686.93	\$12,364.74
3d	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	18	\$118.00	27.0%	\$86.14	\$1,550.52
3e	G72AD	ADD: APX O3 HANDHELD CH	18	\$1,114.00	27.0%	\$813.22	\$14,637.96
3f	GA00250AA	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	18	\$118.00	27.0%	\$86.14	\$1,550.52
3g	G67DE	ADD: REMOTE MOUNT O3 MP	18	\$350.00	27.0%	\$255.50	\$4,599.00
3h	GA00580AA	ADD: TDMA OPERATION	18	\$530.00	27.0%	\$386.90	\$6,964.20
3i	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	18	\$112.00	27.0%	\$81.76	\$1,471.68
3j	G51AT	SOFTWARE LICENSE ENH:SMARTZONE	18	\$1,766.00	27.0%	\$1,289.18	\$23,205.24
3k	G78AT	ENH: 3 YEAR ESSENTIAL SVC	18	\$288.00	0.0%	\$288.00	\$5,184.00
3l	GA09001AA	ADD: WI-FI CAPABILITY	18	\$353.00	27.0%	\$257.69	\$4,638.42



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Disc %	Sale Price	Ext. Sale Price
3m	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	18	\$871.00	27.0%	\$635.83	\$11,444.94
3n	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	18	\$71.00	27.0%	\$51.83	\$932.94
3o	G444AH	ADD: APX CONTROL HEAD SOFTWARE	18	\$0.00	0.0%	\$0.00	\$0.00
3p	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	18	\$0.00	0.0%	\$0.00	\$0.00
3q	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	18	\$607.00	27.0%	\$443.11	\$7,975.98
3r	QA09113AB	ADD: BASELINE RELEASE SW	18	\$0.00	0.0%	\$0.00	\$0.00
3s	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	18	\$353.00	27.0%	\$257.69	\$4,638.42
Subtotal							\$403,031.96
Estimated Tax							\$41,226.36
<b>Grand Total</b>							<b>\$444,258.32(USD)</b>

**Notes:**

- Shipping is included at no charge. 3YR Warranties are not taxed. Not taxed warranty lines are 1d, 2h, 3k. Taxable amount is \$392,631.96. Tax Rate 10.5%.



## Purchase Order Checklist NA OM

<b>Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)</b>
<b>PO Number/ Contract Number</b>
<b>PO Date</b>
<b>Vendor = Motorola Solutions, Inc.</b>
<b>Payment (Billing) Terms/ State Contract Number</b>
<b>Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name</b>
<b>Bill-To Address</b>
<b>Ship-To Address (If we are shipping to a MR location, it must be documented on PO)</b>
<b>Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )</b>
<b>PO Amount must be equal to or greater than Order Total</b>
<b>Non-Editable Format (Word/ Excel templates cannot be accepted)</b>
<b>Tax Exemption Status</b>
<b>Signatures (As required)</b>

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



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**PUBLIC WORKS SERVICES DEPARTMENT**

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE ORDER WITH PACIFIC LIFT AND EQUIPMENT COMPANY INC.  
FOR THE PURCHASE OF ONE ROTARY TIRE CHANGER AND ONE ROTARY  
TIRE BALANCER IN THE AMOUNT OF \$35,723.23

**CEQA: Not a Project**

**Recommendation: Approve**

**SUMMARY**

The Fiscal Year 2025-26 Small Tools and Equipment Replacement Budget provides for the replacement of one Rotary brand tire changer and one Rotary brand tire balancer for the Public Works Services Department (“PWSD”). To ensure that the City receives the most competitive price, a formal bid process was conducted. Pacific Lift and Equipment Company Inc. submitted the lowest responsive bid. It is recommended that the City Council approve a Purchase Order with Pacific Lift and Equipment Company Inc. for the purchase of one Rotary tire changer and one Rotary tire balancer in the amount of \$35,723.23.

**BACKGROUND**

The Fiscal Year 2025-26 Small Tools and Equipment Replacement Budget provides for the replacement of one Rotary brand tire changer and one Rotary brand tire balancer for the PWSD. The new Rotary tire changer and balancer are needed for the PWSD’s Fleet Services Section to maintain and repair City vehicles. The Fleet Services Section utilizes the current Rotary tire changer and balancer on a weekly basis to replace and balance tires on all City vehicles. The existing tools are failing and are leading to down time for City vehicles. Since the current tire changer and balancer are older models, replacement parts have been increasingly difficult and more

## Purchase Order for Rotary Tire Equipment

March 17, 2026

Page 2 of 3

expensive to acquire. Furthermore, the current tire changer and balancer cannot accommodate newer City vehicles, like the Chevrolet Tahoe, which have larger aluminum wheel diameters. A new Rotary tire changer and balancer will accommodate all vehicles that come in for repairs and regular maintenance.

### **DISCUSSION**

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were distributed to local vendors who provide this type of equipment. On February 10, 2026, the City Clerk received four bids with the following results:

<b>Bidder</b>	<b>Location</b>	<b>Bid Amount</b>
Liftnow Automotive Equipment Corp.	Yorktown Heights, NY	\$34,741.98*
Pacific Lift and Equipment Co., Inc.	Pasadena, CA	\$35,723.23
Parts Authority LLC	Irwindale, CA	\$37,718.07
Wilcox Supply Inc.	Montclair, CA	\$43,492.95

#### **\*non-responsive**

All bid documents were reviewed for content and the vendor's background was investigated. While Liftnow Automotive Equipment Corp. submitted the lowest bid, their base bid proposed equipment manufactured by Coats, an alternate brand, rather than the Rotary brand specified in the base bid documents. Since Liftnow Automotive Equipment Corp. did not submit a bid for the specified Rotary equipment as requested, their bid was deemed non-responsive. The PWSD chose the Rotary brand tire changer because this brand is engineered for durability, safety, and high-volume efficiency. This brand of tire changer often incorporates advanced features like lever-less mount/demount tools, variable speed control, and integrated wheel lifts to handle modern, challenging wheels without causing damage. The PWSD is currently using the Coats brand equipment and has found that Coats equipment experiences operational concerns with its performance, safety, and reliability. Therefore, it was concluded that Pacific Lift and Equipment Co., Inc. is the lowest responsive bidder that meets the City's required specifications.

**ENVIRONMENTAL ANALYSIS**

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

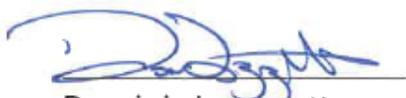
**FISCAL IMPACT**

The total cost of the Rotary tire changer and balancer is \$35,723.23. The Fiscal Year 2025-26 Small Tools and Equipment Replacement Budget includes \$37,000 for the purchase of this equipment.

**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 Pacific Lift and Equipment Company Inc. for the purchase of one Rotary tire changer and one Rotary tire balancer in the amount of \$35,723.23.

Approved:



Dominic Lazzaretto  
City Manager



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**PUBLIC WORKS SERVICES DEPARTMENT**

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** PURCHASE ORDER WITH FAIRFIELD CHEVROLET & CA POLICE CARS FOR THE PURCHASE OF ONE 2026 CHEVROLET SILVERADO 1500 PICKUP TRUCK IN THE AMOUNT OF \$50,904.95

**CEQA: Not a Project**  
**Recommendation: Approve**

**SUMMARY**

The Fiscal Year 2025-26 Equipment Replacement Budget provides for the replacement of a 2014 Ford F-150 for the Public Works Services Department (“PWSD”) that meets the criteria outlined in the City’s Vehicle Replacement Program. To ensure that the City is receiving the most competitive price, a formal bid process was conducted. Fairfield Chevrolet & CA Police Cars submitted the lowest responsive bid. It is recommended that the City Council approve a Purchase Order with Fairfield Chevrolet & CA Police Cars for the purchase of one 2026 Chevrolet Silverado 1500 Pickup Truck in the amount of \$50,904.95.

**BACKGROUND**

The Fiscal Year 2025-26 Equipment Replacement Budget provides for the purchase of one new vehicle to replace a 2014 Ford F-150 Pickup Truck for the PWSD. The 2014 Ford F-150 has approximately 130,050 miles and meets the age criteria of the City’s Vehicle Replacement Program. A new 2026 Chevrolet Silverado will be purchased to replace the 2014 Ford F-150. The new Silverado will be assigned to the PWSD Facilities Maintenance section and will support a range of maintenance and repair activities, which include responding to vandalism at parks and completing repairs, addressing plumbing issues, repairing door handles and locks, and resolving HVAC-related

problems. To ensure that the City is receiving the most competitive price, a formal bid process was conducted.

**DISCUSSION**

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were distributed to local vendors who provide this type of vehicle. On February 12, 2026, the City Clerk received four bids with the following results:

<b>Bidder</b>	<b>Location</b>	<b>Bid Amount</b>
Winner Chevrolet	Glendora, CA	\$49,551.43*
Fairfield Chevrolet & CA Police Cars	Fairfield, CA	\$50,904.95
DeLillo Chevrolet	Huntington Beach, CA	\$53,165.40
One Nation Distribution LLC	Volant, CA	\$71,215.04

**\*non-responsive**

All bid documents were reviewed for content and the vendor’s background was investigated. Although Winner Chevrolet submitted the lowest bid, after careful review, it was discovered that Winner Chevrolet submitted a bid for a 2025 model, rather than the specified 2026 model required in the bid documents. Since Winner Chevrolet did not submit a bid for the specified 2026 model as requested in the bid documents, their bid was deemed non-responsive. Therefore, it was concluded that Fairfield Chevrolet & CA Police Cars is the lowest responsive bidder that meets the City’s required vehicle specifications.

**ENVIRONMENTAL ANALYSIS**

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

**FISCAL IMPACT**

The total cost for the 2026 Chevrolet Silverado 1500 Pickup Truck is \$50,904.95. The Fiscal Year 2025-26 Equipment Replacement Budget includes \$69,000 for the

Purchase Order for Pickup Truck

March 17, 2026

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purchase of this vehicle. The remaining funds will be used to install after-market equipment on the vehicle, such as radios and warning lights.

**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 a Purchase Order with Fairfield Chevrolet & CA Police Cars for the purchase of one 2026 Chevrolet Silverado 1500 Pickup Truck in the amount of \$50,904.95.

Approved:



Dominic Lazzaretto  
City Manager



# CITY OF ARCADIA

## STAFF REPORT

### FIRE DEPARTMENT

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Chen Suen, Fire Chief  
By: Travis Ring, Fire Captain

**SUBJECT:** PURCHASE ORDER WITH WESTNET, LLC FOR THE PURCHASE AND INSTALLATION OF FIRE STATION ALERTING SYSTEM EQUIPMENT IN THE AMOUNT OF \$379,804  
**CEQA: Not a Project**  
**Recommendation: Approve**

#### **SUMMARY**

The Fiscal Year 2025-26 Equipment Acquisition Budget provides for the upgrade and modernization of the Fire Department's station alerting system. 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 obtain the best available pricing.

It is recommended that the City Council approve a Purchase Order with Westnet, LLC for the purchase and professional installation of new fire station alerting system equipment, in the amount of \$379,804.

#### **BACKGROUND**

The Fiscal Year 2025-26 Equipment Acquisition Budget has allocated funding to upgrade and modernize the Arcadia Fire Department's ("AFD") current fire station alerting system at all three fire stations. A fire station alerting system ("FSAS") is a communications system that automatically notifies Fire personnel when an emergency call is dispatched by the communications center or by Verdugo Fire Communications Center ("VFCC"), the City of Arcadia's regional 9-1-1 emergency medical services ("EMS") dispatch center. The FSAS automates emergency

notifications by integrating computer-aided dispatch (“CAD”) software to deliver real-time audio, visual, and digital alerts. This system enhances response times and communication clarity.

The City’s current FSAS has been in service for over 15 years and has reached the end of its reliable service life, leaving the AFD reliant on aging analog technology. Upgrading to a modern system will improve system reliability, enhance firefighter safety, and support faster and more efficient emergency response. Modern emergency response requires a highly integrated and redundant alerting infrastructure to ensure personnel are notified instantly and accurately of emergency calls. A digital alerting platform will address this critical capability gap, significantly reducing the time between when a call is dispatched to when the crew departs the station through advanced, reliable automation and clearer communication.

## **DISCUSSION**

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements, such as those established by Sourcewell. The cooperative purchasing contract allows the City to utilize competitively bid pricing without conducting a separate formal bid process, resulting in administrative efficiency and cost savings. Sourcewell awarded a cooperative purchasing contract to Westnet, LLC for specialized public safety communication and alerting equipment. The Arcadia Fire Department has reviewed the contract, and it was determined to meet the City’s procurement and specification requirements. A copy of the Agreement between Sourcewell and Westnet is attached.

All three Fire stations will transition to the upgraded Westnet equipment, which will address several critical operational needs:

- **Redundancy and Reliability:** The new system provides automated, high-speed alerting that integrates directly with Verdugo Fire Communications Center, reducing response times.
- **Health and Wellness:** Westnet systems utilize "Ramped Up" alerting and zoned lighting, which have been shown to reduce the physiological stress on

first responders compared to traditional, high-decibel generalized location alarms.

- **System Integration:** The equipment allows for seamless communication between the station, mobile units, and VFCC.

Westnet's First-In Smart Station System components are designed to enhance emergency response while prioritizing firefighter well-being. A critical feature is the "Knight Vision" lighting, which uses a ramping red glow to preserve night vision and eliminate the optical shock of harsh white lights. Combined with "cardiac-kind" ramping audio tones and clear visual indicators for specific companies, the system streamlines emergency response transitions, reducing both turnout times (time from dispatch notification to when the fire unit leaves the station) and the physiological stress associated with emergency alerts.

Additional key components to be installed include Westnet's turnout timers and mapping monitors. Turnout timers provide a clear, high-visibility count-up display that helps fire crews monitor their performance in real-time, ensuring they meet critical National Fire Protection Association's (NFPA 1710) response standards. By creating a sense of urgency through visual reinforcement, these timers effectively minimize turnout delays and help streamline the transition from receiving an alert to departing the station. Mapping monitors provide crews with critical, real-time situational awareness by displaying live incident maps and CAD data directly within the station. By integrating these components, personnel will have accurate geographical data on-hand before entering apparatus, reducing turnout times and improving overall response efficiency, which in turn, decreases response times to the community.

By utilizing Westnet for both the equipment purchase and the installation, the City ensures a "turnkey" solution in which the manufacturer remains responsible for the integrity of the system setup. Westnet, LLC headquartered in Huntington Beach, California, has been in business for 50 years and is a pioneer in public safety communications technology. They are a global leader in emergency alerting and dispatch systems, with products widely used in civilian and military fire stations, police departments, and airport emergency services nationwide.

Ultimately, the upgraded system will ensure firefighters receive emergency notifications faster and more clearly, supporting quicker response times and enhancing the Fire Department's ability to protect life and property in the community.

### **ENVIRONMENTAL ANALYSIS**

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

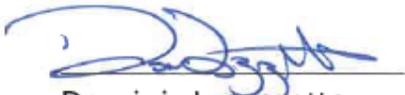
### **FISCAL IMPACT**

The total cost for the purchase and installation of the Westnet fire station alerting system equipment at all three fire stations is \$379,804. Sufficient funds for this expense, totaling \$480,000, have been allocated in the FY 2025-26 Equipment Acquisition Budget, within the Fire Communication and Technology Equipment Replacement Program.

### **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 Westnet, LLC for the purchase and installation of fire station alerting system equipment in the amount of \$379,804.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Westnet, LLC and Sourcewell Agreement



**MASTER AGREEMENT # 020625**  
**CATEGORY: Public Safety Communications Technology and Hardware Solutions**  
**SUPPLIER: Westnet LLC**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Westnet LLC, 15542 Chemical Lane, Huntington Beach, CA 92649 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on July 24, 2029, unless it is cancelled or extended as defined in this Agreement.
  - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
  - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
  
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
  1. **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #020625 to Participating Entities. In Scope solutions include:
 

Sourcewell is seeking proposals for Public Safety Communications Technology and Hardware Solutions, including communications technology and hardware designed or primarily intended for use by Public Safety agencies, such as:

    - a. In-station Public Safety alerting or paging systems;
    - b. Dispatch/control room consoles and associated integrated communications equipment;
    - c. Wearable or portable communication devices, including biomonitors wearables, alerting or paging systems;
    - d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:
      - i. Satellite communications equipment;
      - ii. Portable and deployable wireless hubs, routers, and networks;
      - iii. Mesh networks and mesh radios;
      - iv. Land mobile/broadband radios;
      - v. Push to talk over Cellular (PoC) handsets; and,
      - vi. High Power User Equipment (HPUE) for LTE; and,
    - e. Airborne, marine, and underwater communication systems.
  2. Complimentary equipment, accessories, and services directly related to the offering of systems or solutions described in subsections 1. a. – e. above.
  
- 7) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
  
- 8) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

- 9) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 10) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 11) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 12) Supplier Representations:**
- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
  - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
  - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 13) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 14) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.
- 15) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all

Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

- ix) **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.
- x) **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.
- xi) **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 Agreement 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.
- xii) **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.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcwell for this Agreement and must provide prompt notice to Sourcwell if that person is changed. The Authorized Representative will be responsible for:
- Maintenance and management of this Agreement;
  - Timely response to all Sourcwell and Participating Entity inquiries; and
  - Participation in reviews with Sourcwell.

Sourcwell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcwell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcwell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcwell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcwell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.

- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
    - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
    - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
  - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
  - c) **Use; Quality Control.**
    - i) 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.

- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
  - \$1,500,000 Personal and Advertising Injury
  - \$2,000,000 aggregate for products liability-completed operations
  - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

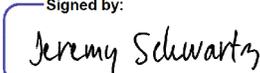
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

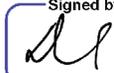
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Westnet LLC

Signed by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/18/2025 | 8:06 PM CDT

Signed by:  
  
C48E1D3A67E84F7...  
By: \_\_\_\_\_  
David Nokes  
Title: CEO  
Date: 7/18/2025 | 6:17 PM CDT

# RFP 020625 - Public Safety Communications Technology and Hardware Solutions

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## Vendor Details

Company Name: Westnet, Inc.  
Does your company conduct business under any other name? If yes, please state: Westnet, LLC.  
Address: 15542 Chemical Lane  
Huntington Beach, CA 92649  
Contact: David Nokes  
Email: david.nokes@westnetpublicsafety.com  
Phone: 360-920-6482  
Fax: 714-901-5610  
HST#: 33-0864822

## Submission Details

Created On: Tuesday January 07, 2025 13:34:08  
Submitted On: Thursday February 06, 2025 11:11:18  
Submitted By: Julie Desmarais  
Email: julie.desmarais@westnetpublicsafety.com  
Transaction #: 9e01290b-21b5-492f-8300-0f0da71d9ba1  
Submitter's IP Address: 147.243.188.232

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Westnet, LLC
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Westnet, LLC has no other entities, subsidiaries, or DBAs
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 1DZD8 Unique Entity ID: GYNAMAV5MHM3
5	Provide your NAICS code applicable to Solutions proposed.	334290 - Manufacturing for fire alerting systems
6	Proposer Physical Address:	15542 Chemical Lane, Huntington Beach, CA 92649
7	Proposer website address (or addresses):	www.westnetpublicsafety.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	David Nokes CEO 15542 Chemical Lane, Huntington Beach, CA 92649 David.Nokes@westnetpublicsafety.com 360-920-6482
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Julie Desmarais Technical Sales 15542 Chemical Lane, Huntington Beach, CA 92649 Julie@westnetpublicsafety.com 562-370-0728
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Westnet, LLC is a state-of-the-art communications company headquartered in Huntington Beach, California with an East Coast Division facility in Prince William County, Virginia and a local office in Hialeah Gardens, Florida. Founded in 1975 as a provider of RF based communications systems, Westnet, LLC has 50 years of experience in public safety and remains the standard bearer for quality RF and public safety notification systems throughout the country. In 1993 Westnet installed the first completely designed, purpose-built Fire Station Alerting System in the City of Huntington Beach, California and it is still alerting firefighters today. Since then, Westnet has continued to innovate and advance our technology to include communications and alerting solutions for dispatch centers and airports, and has received national recognition for reducing response times as well as two prestigious U.S. Air Force Best Practices Awards for bringing 21st Century Emergency Dispatching to Fire Emergency Services. Our alerting systems are now implemented at hundreds of fire departments, dispatch centers, airports, and Department of Defense military bases across the U.S. and internationally, including successfully supporting the Sourcewell - US Army agreement (September 2023) by being the first active supplier for an IMCOM purchase of fire station alerting at Ft. Campbell, home of the 101st Airborne Division.</p> <p>The largest part of Westnet's 50 years of business experience has been in the field of public safety and first responder communications solutions. As the exclusive manufacturer of the First-In Fire Station Alerting System, First-In Alerting Platform, Aircraft Emergency System, and First-In Mobile Application (collectively "First-In Alerting Systems"), Westnet continues to provide a comprehensive suite of alerting solutions that serve millions of citizens, both nationally and internationally.</p> <p>Westnet's core competencies focus entirely on public safety communications with emphasis in fire station alerting systems, dispatch systems, mass notification systems, radio infrastructure and paging systems. We have committed staff assigned to research &amp; development, consulting, and engineering services. Westnet's collective experience brings to bear a wide range of program management, engineering, and technical expertise in the integration of fire station alerting software and hardware into a complete, comprehensive solution. We believe that Westnet's engineering, IT, manufacturing, installation, and project management teams will deliver Sourcewell member agencies the alerting solution that best fits their needs. Alerting Systems are not a part of our company, it is everything.</p> <p>Other vendors provide alerting as part of a bigger company that focuses on non-public safety offerings. Fire station alerting, dispatch notifications and related communications are our sole focus every day, all day. Westnet's world class public safety products and services provide reliable systems and solutions for thousands of first responders and millions of citizens across our nation. We understand the need for disciplined, focused products rather than a one size fits all approach. Our involvement in public safety organizations (NFPA, IAFC, APCO, etc.) allows us to not only maintain awareness of technical and operational trends but influence the direction of the public safety alerting discipline. Our participation and knowledge of the industry allow us the ability to bring the best products to our customer base.</p> <p>Westnet is continuously in active development on improvements to our existing products as well as new product development to further expand our capabilities in many areas including mobile applications, integrations, and data analytics. Our development is always in pursuit of solving real-world problems and maintaining a system architecture that is built to support future evolutionary expansion. Westnet's continuous improvement of alerting and communications systems is fueled by the four pillars of our corporate commitment to Systems, Software, Service, and Strategy, and our innovation in these areas has resulted in products that reduce response times, reduce the physical and mental stress of first responders, dispatchers, and emergency airport personnel, and support our customers in their efforts to reduce loss of life and property in their communities. Westnet is proud of this work and is excited to offer our innovative solutions and services to Sourcewell member agencies should we be granted an award under this solicitation.</p>
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12	What are your company's expectations in the event of an award?	<p>Westnet was an award recipient of the Sourcewell Public Safety Communications Technology and Hardware Solutions RFP in 2021 and this contract runs through late June of this year. Our Sourcewell contract has been an integral asset of our organization and we strive to once again be awarded under this solicitation. Since the original award, Westnet has processed nearly \$10 Million in contracts through Sourcewell. If Westnet is an award recipient again, we would expect to continue to increase the number of Participating Entities we serve under the Master Agreement. In 2023 our sales volume under the Sourcewell contract was roughly \$2M. In 2024 that increased to \$5.4M, with another &gt;\$10M in active quotes issued in 2024 (up from \$1.1M in 2023). In addition, we have recently expanded our customer base into Canada, and have dedicated resources to continue our growth in Canada.</p> <p>Building upon our past success, if awarded again we would work to further promote Sourcewell to the public safety community, the benefits of becoming a member, and the opportunity to purchase under the Sourcewell Master Agreement. Together we have advanced our mutual mission to help communities by putting critical technology into the hands of first responders more quickly, and increasing the safety of the communities they serve, and we would expect for this upward trend to continue year over year.</p>	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Westnet is highly liquid and is rated to provide bonds of at least \$1 million. As a privately-held company doing business with entities subject to Freedom of Information Act (FOIA) requests, Westnet, as a normal business practice, does not provide or upload its financial statements. However, as evidence of Westnet's financial strength, please see the attached "confidential" letters from our current bank and most recent former bank.	*
14	What is your US market share for the Solutions that you are proposing?	While we do not have an exact number of our market share, Westnet has been a technology provider in public safety for 50 years and the leading provider of the specific solutions we are proposing for over three decades. Our customer base has grown year over year, and includes some of the largest agencies in the market; including municipal, private, and Department of Defense fire/EMS agencies, dispatch centers, and airports.	*
15	What is your Canadian market share for the Solutions that you are proposing?	In recent months, Westnet has dedicated additional resources to expand our business into Canada and we have already established success in the Canadian market. In 2025 and beyond, Westnet is further increasing its sales, marketing, and installation services dedicated to growing our Canadian market share.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Westnet has never filed for bankruptcy.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Westnet is best described as b) a sole source manufacturer. Our regionally-based sales team is located across the U.S. and are full-time employees of Westnet. We also work with Westnet-certified third-party installers located across the U.S. and Canada who install our equipment at customer sites. At times a select few of our installers also operate as resellers of our equipment and offer on-site support to our customers. However all equipment is manufactured, assembled, and ships from our headquarters location in Huntington Beach, California. We also have Westnet customer support offices located in Virginia and Florida to provide local and regional service support.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Westnet holds state and local licenses to conduct business in all states. Westnet also holds a California Contractors License (#1115690, classification C-7) and our installers hold electrician licenses required to conduct Westnet equipment installation. Our installers specific to Department of Defense customers hold appropriate DoD clearances to complete work on base as well.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Westnet prides itself on being a good corporate citizen. In the five decades we have been in business, Westnet has never been suspended, debarred or had any other complaint against it that could lead to suspension or debarment.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Westnet has received national recognition for reducing response times as well as two prestigious U.S. Air Force Best Practices Awards for bringing 21st Century Emergency Dispatching to Fire Emergency Services, and a Fire Stations Alerting Systems award by the United States Marine Corps. Our alerting system has also contributed to many fire station design awards.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Westnet sells a significant portion of product to government agencies (98%). Over the last three years, 85% of Westnet's sales were direct to the governmental sector and 13% were to dealers or contractors who sold direct to the governmental sector and 2% were to privately held companies who perform fire responses. This high percentage also includes products and services sold to the US Department of Defense, including, successfully supporting the Sourcewell - US Army agreement (September 2023) by being the first active supplier for an IMCOM purchase of fire station alerting at Ft. Campbell, home of the 101st Airborne. In addition, Westnet supplies city and county agencies, and to construction contractors who are building new or remodeled fire stations for those same entities.	*
22	What percentage of your sales are to the education sector in the past three years?	The education sector is not typically a source of business for Westnet, unless a university (or other educational institution) would have dedicated fire/EMS services who would purchase our equipment through the university. Westnet is open to conducting business with educational institutions in this manner, but it is not a direct source of business for us.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	The sales volume under our current Sourcewell cooperative purchasing contract that resulted from the Public Safety Communications Technology and Hardware Solutions RFP in 2021 (contract #042021-WNT) was just under \$2M in in both 2022 and 2023, and \$5.4M in 2024. Additionally, Westnet has >\$10M in outstanding active quotes using our Sourcewell agreement as a purchasing vector.  Westnet also holds a cooperative purchasing agreement under the Houston-Galveston Area Council (HGAC). Our annual sales volume under this contract was \$5.5M in 2022, \$4.3M in 2023, and \$637k in 2024.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Westnet does not currently hold a GSA contract or SOSA.	*

**Table 2B: References/Testimonials**

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fort Campbell Fire & Emergency Services Department (DoD)	Robert Coonce, Fire Chief	(270) 789-7171	*
CONFIRE 9-1-1	Dana J. DeAntonio, Automated Systems Analyst	(909) 645-7211	*
Southwest Florida International Airport (RSW)	David Childress, Program Manager at Lee County Port Authority	(239) 590-4743	*

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	In the past year, Westnet has added regional sales representatives to our team in order to increase our national sales capacity. We now have salespeople located in Utah (1), southern California (1), Texas (1), and New Hampshire (1) that are positioned to support sales across the U.S. and Canada.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The vast majority of our sales are conducted by our full-time sales force, employed by Westnet. However, a select few of our installers are also authorized resellers of our equipment, adding to our sales capacity in Colorado and Canada. All product is shipped from our headquarters in California.	*
28	Service force.	The majority of customer service matters are resolved with remote access, however Westnet maintains a mobile service force both through employees and the installers we work with in order to provide on-site support when needed. We operate our customer support and maintenance services from our headquarters location in Huntington Beach, California (9 FTEs), and our regional support offices in Virginia (3 FTEs) and Florida (1 P/T). Additionally, the installers we work with are located in multiple states (CA, CO, TX, VA, MI, FL) and multiple provinces in Canada, and provide on-site service to our customers when needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Sales &amp; Design</p> <ol style="list-style-type: none"> <li>1. Needs Assessment: Sales Representative conducts a needs assessment with the customer, gathering detailed information about their requirements.</li> <li>2. Solution Design: Autocad Designer develops the proposed solution, based on dialog with Sales Representative and Sales Engineer.</li> <li>3. Design Review: Sales Representative presents the design to the customer and schedules a review meeting to discuss and refine the plan.</li> <li>4. Proposal &amp; Quotation: Based on the finalized design, the Sales Representative creates a detailed proposal and quote for the customer.</li> </ol> <p>Customer Approval &amp; Contracting</p> <ol style="list-style-type: none"> <li>5. Quote Approval: Customer reviews and approves the quote.</li> <li>6. Contract Review &amp; Execution: Westnet provides the customer with a contract outlining project scope, terms, and conditions for approval.</li> <li>7. Order Confirmation: Upon contract approval, Westnet receives a Purchase Order or proceeds with the project based on the agreed-upon contract terms.             <ul style="list-style-type: none"> <li>- Milestone 1: Contract Signing is invoiced.</li> </ul> </li> </ol> <p>Project Execution</p> <ol style="list-style-type: none"> <li>8. Order Processing: The quote is converted into a formal order within the Westnet system.</li> <li>9. Project Management: A Project Manager is assigned to the project and contacts the customer to schedule project coordination. Sales engineer present to begin gathering necessary information for programming.</li> <li>10. Equipment Preparation: Equipment is pulled from inventory and prepared for programming by the production team.</li> <li>11. Equipment Shipping: Equipment is shipped to the customer site.             <ul style="list-style-type: none"> <li>- Milestone 2: Equipment &amp; Shipping is invoiced.</li> </ul> </li> <li>12. Installation Scheduling: Installation is scheduled with the customer.</li> <li>13. Installation Completion: Installation is completed at the customer site.             <ul style="list-style-type: none"> <li>- Milestone 3: Installation is invoiced.</li> </ul> </li> <li>14. Project Acceptance: Customer sign-off is received, confirming successful project completion.             <ul style="list-style-type: none"> <li>- Final Milestone: Project Completion is invoiced.</li> </ul> </li> </ol>	*

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Westnet offers 24/7/365 tech support to all entities. Additionally, Westnet has technicians who are employees of the company on both the east and west coasts, offering standard day service from 8:00AM to 5:00PM Pacific, Monday-Friday.</p> <p>Our team understands that a fire station never closes and that the dispatch center must be able to communicate with each station at all hours of the day. The advanced technology of Westnet's First-In Alerting Systems allow most maintenance and troubleshooting to be accomplished remotely, both by the department or our personnel, significantly reducing or eliminating the need and cost for on-site supervisory and dedicated technical support staff to support the proposed system.</p> <p>The following provides a description of the priority levels and their respective hours/days, and a description of the service provided. For clients who are not under warranty, or who do not have a maintenance or support agreement, a method of payment will be required before services are rendered.</p> <p>1. SCOPE OF SERVICES</p> <p>Westnet will provide comprehensive turnkey maintenance and support services for the installed First-In Fire Station Alerting System, ensuring all components are operating at peak performance in accordance with factory specifications in effect at the time the equipment is purchased. The Services provided under this agreement include the following:</p> <ul style="list-style-type: none"> <li>• One year, 24/7 toll-free technical support</li> <li>• Repair and/or replacement of malfunctioning units (except UPS)</li> <li>• Spare equipment delivered the next business day (and Saturdays where available)</li> <li>• Remote diagnostic analysis and uploads, standard release software upgrades</li> </ul> <p>2. RESPONSE TIMES</p> <p>Response times shall be determined in accordance with the Priority Level and Descriptions set forth in the following table where applicable. The response time shall commence from the time the Customer requests service or notifies Westnet of problems with the System by contacting Westnet's Call Center ("Notification"). Issue resolution may include phone support, VPN remote access, or on-site service (for issues not resolved via phone support or remote access). On-site times are calculated by after remote attempts to correct the issue are deemed unsuccessful or unavailable by Westnet. Lack of or unavailability of a Customer-supplied VPN connection to any station or the dispatch center shall be considered the Customer's waiver of any response time obligation for that particular issue. Westnet priority level response is as follows:</p> <p>Priority Level 1 24/7/365 Including Holidays / 3-6 Hour Respond This priority level represents a significant issue that results in the inability to use the dispatching and/or alerting systems.</p> <ul style="list-style-type: none"> <li>• Any reported trouble with Westnet-supplied Dispatch (System) Project Equipment.</li> <li>• Station reports that it is not receiving any form of an alert or there is no audio in any areas of the fire station.</li> <li>• Other failures that render the fire station MCU and more than five audio transmitting devices unusable.</li> </ul> <p>Priority Level 2 8:00 – 5:00 PST, Monday – Friday / 2-Business-Day Response This priority level represents a moderate issue that restricts normal use of the dispatching and/or alerting systems.</p> <ul style="list-style-type: none"> <li>• Any non-essential Dispatch Project or Fire Station device reported inoperable.</li> <li>• Reports of receiving other stations' or companies' alerts.</li> <li>• Requests to increase fire station volume levels within fire department-approved parameters.</li> </ul> <p>Priority Level 3 8:00 – 5:00 PST, Monday – Friday / 3-Business-Day Response This priority level represents minor or non-emergency issues that do not restrict normal use of the dispatching and/or station alerting systems.</p> <ul style="list-style-type: none"> <li>• Requests to decrease volume levels within fire department-approved Parameters.</li> <li>• Add additional equipment, request programming, or voice-chip changes.</li> <li>• Requests for additional training.</li> <li>• Other non-mission-critical matters in the dispatch centers or fire stations.</li> </ul>
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31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	<p>Westnet is very motivated to provide our products and services to Sourcewell participating entities. Not only does the Sourcewell cooperative purchasing agreement save time and resources for both us and the customer, but it is also widely accepted due to its reputation as having a selective standard for its contract awardees. The Sourcewell Master Agreement has been a huge asset to our sales organization and we will gladly promote our participation under a new contract, should we be awarded.</p> <p>We hope that the marked growth in our sales volume under the Sourcewell contract provides strong evidence of both our willingness and ability to market Sourcewell and provide our goods and services to Participating Entities. If awarded again, Westnet's ability to service Participating Entities will continue to expand. In addition to increasing our sales capacity as described in #26 above, Westnet has recently implemented many process efficiencies and additional staff to meet growing demand and increase customer satisfaction. These changes include implementing a new CRM system that has provided sales &amp; marketing with more sophisticated tools for prospecting and planning, the adoption of Agile methodologies to streamline our production and development, adding a Service Operations Manager to improve our responsiveness to our customers, making changes to our manufacturing and parts procurement to fulfill inventory more efficiently, implementing an ERP system to improve our accounting and reporting capabilities, and implementing automation tools to reduce system configuration time. These improvements contribute to the robustness of our organization as a whole and to our ability to serve Sourcewell Participating Entities.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	In recent months, Westnet has added a corporate initiative to expand our support of the public safety community to the Canadian market. To this end, we have expanded our sales team to include regional sales support for Canada. We have also established a relationship with a Canadian installer/reseller with locations across multiple provinces, and have already met with sales success in Canada. If awarded, Westnet would heavily promote the Master Agreement to current and future members of Sourcewell/Canoe Procurement Group of Canada. We have also already begun registering for first responder tradeshow in Canada for 2025, and Canada has been added to our Marketing Plan.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no geographic areas of the U.S. or Canada that Westnet is unwilling to serve.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Westnet is not limited in the Participating Entity account types that we are willing and able to serve through an agreement. Our typical entity sectors include local and regional government and municipal entities, as well as Department of Defense and other public and non-profit entities. However, Westnet does not foresee any entity types to whom we would not grant full access.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Westnet does not have any requirements or restrictions that would apply to Sourcewell Participating Entities in Hawaii and Alaska and in U.S. Territories. We currently have customers located in Hawaii, Alaska, and Guam.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, Westnet will extend terms of any awarded master agreement to nonprofit entities as allowable under the agreement.	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Please see our Marketing Plan and samples/brochures in our uploaded documents as part of our response. Below is a description of our marketing strategy for promoting this opportunity.</p> <p><b>Marketing Strategy</b> Westnet, LLC is committed to maximizing the benefits of our partnership with Sourcewell by implementing a comprehensive, collaborative, marketing strategy that raises awareness, drives engagement, and facilitates seamless procurement for Sourcewell members.</p> <p>Our approach integrates digital marketing, direct engagement, and internal resources to ensure widespread visibility and effective promotion of Sourcewell opportunities. This strategy includes applicable opportunities in the United States, as well as in Canada as we expand Westnet's suite of products to larger demographics.</p> <p>Below is an in-depth overview of our strategic marketing initiatives.</p> <p><b>Awareness Campaigns</b> To enhance awareness and educate potential Sourcewell members on the advantages of leveraging cooperative purchasing, we will deploy targeted marketing efforts that include content marketing, social media engagement and email outreach.</p> <p>1. Content Marketing</p>

To reinforce awareness and establish Westnet as a trusted leader in alerting solutions, we will develop high-value content, including:

Blogs and/or Whitepapers: Informative content discussing industry trends, procurement best practices, and the advantages of Sourcewell purchasing.

Case Studies: Real-world examples of agencies that have improved efficiency and safety using Westnet products via Sourcewell.

Compliance and Efficiency Focus: Content will emphasize how purchasing through Sourcewell ensures compliance with national and international standards, while optimizing budget efficiency for agencies.

Website Presence: Westnet will dedicate a webpage specifically to Sourcewell on its website. This page will include comprehensive how-to's guiding prospects to and through the buying and procurement process. We will also provide cross-link opportunities to Sourcewell resources directly.

Customer Reviews/Testimonials: We will add customer feedback regarding Sourcewell to our website, printed materials, social media, etc. to champion use of Sourcewell as a procurement tool.

Printed/Emailed Flyers/Brochures: Westnet will include printed/mailed flyers dedicated to Sourcewell with our quotes/opportunities and have printed Sourcewell-specific materials on-hand at in-person events.

## 2. Social Media Engagement

Westnet will leverage social media platforms such as LinkedIn, Facebook and YouTube to: Promote the benefits of cooperative purchasing through Sourcewell, share educational materials including infographics and video content to demonstrate the ease of procurement (some we'll produce and some we will use from Sourcewell's resources), and feature Sourcewell member success stories and highlight product advantages.

## 3. Email & Postal Mail Marketing

Westnet will implement a segmented email marketing strategy in the United States and postal mail marketing in Canada, tailored to potential and existing Sourcewell members. These mail campaigns will:

\*Highlight the benefits of Sourcewell's streamlined procurement process, including cost savings and efficiency improvements.

\*Feature Westnet's key product offerings and their impact on emergency response effectiveness.

\*Share success stories and testimonials from agencies that have successfully procured Westnet solutions through Sourcewell.

\*Provide clear calls to action linking recipients to relevant Sourcewell resources for seamless engagement.

## Direct Engagement

Building strong, personal connections remains a vital component of our marketing efforts. Westnet will actively engage with agencies through in-person and virtual events and will promote the Sourcewell partnership in our efforts.

## 1. Tradeshow Participation

We attend key industry tradeshows and conferences where we will prominently highlight our partnership with Sourcewell.

New for 2025, we are expanding our presence at shows to include events hosted in Canada to showcase our suite of products and services.

Distribute marketing materials, including brochures and flyers linking directly to the Sourcewell resources available.

Conduct live product demonstrations to showcase Westnet's solutions and their availability through Sourcewell.

Host educational sessions explaining the benefits of cooperative purchasing and how agencies can take advantage of the streamlined procurement process.

## 2. Station Zero

A crown jewel in our sales arsenal is our 75-foot-long racing trailer, "Zero". Zero is outfitted as a two-story station/dispatch center, dormitory, living quarters and apparatus bay. Our system components are installed throughout the trailer as they would be in a station or base. This allows people to immerse themselves physically and visually to better

experience how Westnet's suite of products operate. Zero's is used at tradeshows, at private presentations across the country, and as a sales/training space at Westnet's headquarters.

National tours are being scheduled for our sales team to travel to locations where we can host targeted meetings including demonstrations, roundtables, and detailed conversations about how the Westnet solution can improve overall response performance.

If awarded the Sourcewell contract, Westnet will promote the contract both verbally and will ensure resources and signage are displayed in/around Zero, letting buyers know that they can procure our systems via the Sourcewell contract.

### 3. Other Collaborative Opportunities

Westnet is open to collaborating with Sourcewell on things like having them on hand for in-person events, tradeshows, virtual trainings, guest blogs, etc.

#### Internal Resources

Westnet recognizes that a successful marketing strategy also depends on internal alignment and resource optimization. To that end, we will:

#### 1. Encourage Sales Adoption

Train our sales team on the benefits of Sourcewell, ensuring they can effectively communicate its value to potential customers.

Integrate Sourcewell into our sales pitch and collateral, making it a core part of our discussions with agencies.

Develop sales scripts and FAQs that help guide agencies through the purchasing process.

Make it as simple as possible for sales to identify opportunities where Sourcewell already has relationships with applicable entities.

#### 2. Leverage Data Analytics and Digital Tools

To track the effectiveness of our Sourcewell-focused campaigns and continuously refine our approach, we will:

Utilize SEO and Google Analytics to monitor engagement and optimize content visibility online.

Implement HubSpot and Business Central to track campaign KPIs and assess outreach success and return.

Adjust marketing strategies based on data insights to ensure maximum impact and conversion rates.

#### Conclusion

Westnet's marketing strategy is designed to actively promote Sourcewell opportunities through a combination of digital outreach, direct engagement, and internal alignment. By leveraging targeted email campaigns, high-value content, social media engagement, tradeshow participation, and sales team integration, we will maximize awareness and drive agency participation in Sourcewell's cooperative purchasing program. Our commitment to tracking performance through analytics ensures that we continually refine our strategy to achieve optimal results. Through these efforts, we aim to strengthen our partnership with Sourcewell while providing agencies with the most efficient and effective path to procuring Westnet's industry-leading solutions.

<p>38</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p><b>Westnet's Technology Approach and Data-Driven Strategy</b>                  Westnet's marketing strategy is heavily supported by our use of digital tools and data-driven insights to continuously refine and optimize our outreach efforts. We leverage an integrated ecosystem of tools, including Google Analytics, HubSpot, and Business Central, to track key performance indicators (KPIs) and measure engagement levels across our campaigns. These tools provide valuable insights into customer interactions, content performance, and campaign effectiveness, ensuring we adapt our strategies based on real-time data.</p> <p>Additionally, our partnership with SEO data experts at PureSEM gives us a unique advantage in refining our digital outreach efforts. PureSEM provides deep analytical insights into search engine performance, user engagement trends, and content effectiveness, allowing us to make data-backed decisions about how to disseminate our marketing messages more effectively. This collaboration ensures that our marketing efforts are continually optimized to maximize visibility and engagement with Sourcewell members or potential members.</p> <p>To track the effectiveness of our Sourcewell-focused campaigns (described under our Marketing Strategy) and continuously refine our approach, we will:</p> <ul style="list-style-type: none"> <li>Utilize SEO and Google Analytics to monitor engagement and optimize content visibility.</li> <li>Implement Sourcewell-specific HubSpot and Business Central campaigns to track KPIs and assess outreach success.</li> <li>Adjust marketing strategies based on data insights to ensure maximum impact and conversion rates.</li> <li>Utilize PureSEM's expertise to refine our keyword strategies and ensure our digital content remains competitive and effective in driving engagement.</li> </ul> <p><b>Conclusion</b>                  Our commitment to tracking performance through analytics ensures that we continually refine our strategy to achieve optimal results. Through these efforts, we can ensure the most efficient and effective path to procuring Westnet's solutions.</p>
<p>39</p>	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>At Westnet, we view Sourcewell as a key partner in simplifying and streamlining the procurement process for public safety agencies. Our role is to actively integrate Sourcewell agreements into our sales, marketing, and customer engagement strategies to maximize awareness and participation. We are committed to ensuring that agencies fully understand and utilize the benefits of cooperative purchasing through Sourcewell.</p> <p><b>What Westnet Does:</b></p> <ol style="list-style-type: none"> <li>1. <b>Sales Process Integration</b>                      Train our sales team on the advantages of Sourcewell, equipping them with the knowledge and resources to effectively communicate these benefits to potential and existing customers.                       Embed Sourcewell agreements into our standard sales process, ensuring it is a primary option in procurement discussions.                       Develop structured talking points and sales scripts that guide conversations around Sourcewell's value proposition.                       Create sales enablement materials, such as FAQs, brochures, and presentations, that explain how Sourcewell streamlines purchasing.</li> <li>2. <b>Internal Collaboration and Training</b>                      Conduct ongoing interdepartmental meetings between sales, marketing, and leadership to align on Sourcewell strategies and opportunities.                       Implement regular training sessions to keep all employees informed about Sourcewell's benefits and updates to the agreement.                       Ensure Sourcewell remains top-of-mind across departments by incorporating it into team discussions, planning meetings, and goal-setting initiatives.</li> <li>3. <b>Marketing and Awareness Campaigns</b>                      Work closely with Sourcewell to create and distribute co-branded marketing materials, including blog posts, case studies, and social media content.                       Develop email marketing campaigns targeted at potential Sourcewell members, highlighting cost savings, ease of procurement, and success stories.                       Leverage SEO expertise and digital analytics tools to optimize visibility for Sourcewell-related content and campaigns.</li> </ol>

		<p>Participate in cooperative content efforts, including whitepapers, webinars, and success story highlights featuring Sourcewell agreements.</p> <p>4. Event Participation and Engagement Actively participate in Sourcewell-hosted events, including tradeshows, webinars, and training sessions, etc.</p> <p>Commit to sending a company representative to any relevant Sourcewell meetings, ensuring Westnet has a presence at key discussions and networking opportunities.</p> <p>Support Sourcewell by offering our subject-matter experts for training sessions, presentations, and panel discussions.</p> <p>What Sourcewell Does</p> <p>1. Promotional Support Market and promote awarded supplier agreements to eligible agencies, increasing awareness of the Westnet-Sourcewell partnership.</p> <p>Provide access to Sourcewell's communication channels, including newsletters, webinars, and social media platforms, to share Westnet's messaging and updates.</p> <p>Offer resources and guidance to help prospect and onboard new municipalities and public agencies into the cooperative purchasing program.</p> <p>2. Sales Enablement Assistance Assist in educating potential customers about the benefits of Sourcewell and how to utilize the contract for purchasing Westnet products.</p> <p>Provide training and onboarding support for Westnet's sales team to ensure consistent and accurate messaging regarding the program.</p> <p>Offer expert guidance in navigating procurement policies and answering agency-specific questions.</p> <p>Collaborate with Westnet representatives to ensure a pleasant and consistent end-to-end experience for customers who leverage Sourcewell's offering.</p> <p>3. Consider Westnet for Event and Networking Opportunities Consider speaking opportunities for Westnet representatives to share insights on public safety solutions and the benefits of cooperative purchasing.</p> <p>Enable direct collaboration between Westnet and agencies seeking procurement solutions through Sourcewell where applicable.</p> <p>Conclusion Westnet is dedicated to fully integrating Sourcewell agreements into our sales and marketing strategies through consistent collaboration, structured training, and proactive engagement. Our commitment to working closely with Sourcewell ensures a seamless experience for public agencies looking to leverage cooperative purchasing for their fire station alerting needs. Through joint promotional efforts, knowledge-sharing, and event participation, we will continue to drive awareness and adoption of Sourcewell agreements to benefit agencies across the country.</p>
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the custom nature of our products, we do not offer online ordering. Customers who would like to add products after the initial installation can initiate orders online through emailing requests to our Service Group, however they cannot e-procure at this time without involvement of sales personnel.

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *
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41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Westnet offers a variety of training options to our customers including product &amp; equipment training, operator training, and maintenance training. Training is determined based on the needs of the customer and can be delivered as train-the-trainer or full multi-shift personnel training.</p> <p>Our Fire Station Alerting System generally does not require extensive training due to its operation being largely automated. Upon installation, standard practice is for the installer to tour each area of the station with a fire department representative (Chief, IT, etc) and review the settings and basic functions/operation of the installed equipment. If desired, training can be extended to full multi-shift personnel training by a Westnet-employed trainer for a fee that includes travel costs for the trainer and an hourly rate of \$185 USD per hour for time spent actively training, unless otherwise negotiated. For Sourcewell Participating Entities purchasing under a Master Agreement, the trainer's hourly rate would be discounted by 5%.</p> <p>For our First-In Alerting Platform (FiAP) system installed at Dispatch and our Aircraft Emergency System (AES); patent no. 12,165, 493 B2, installed at Air Traffic Control, Dispatch, and ARFF fire stations, user/operator standard training is included as flat fee based on the complexity of the implementation and how many personnel and entities are involved. For Sourcewell Participating Entities purchasing under a Master Agreement, the trainer's hourly rate would be discounted by 5%.</p> <p>When fully released, web-based user and administrator training of the First-In Mobile App will be offered standard, included with the purchase of the app. This training may be live or pre-recorded.</p>
42	Describe your proposed solutions integration and interoperability capabilities with other communication and technology components.	<p>First-In Alerting Platform (FiAP): Westnet's FiAP interfaces bidirectionally with the Computer Aided Dispatch (CAD) system via the Westnet API in the dispatch center/PSAP to seamlessly and automatically send alerts to fire/EMS stations when a call is committed in the CAD. Additionally, our Automated Voice Dispatch (AVD) feature of FiAP will also generate a voice read-out of all the critical incident details and broadcast them to first responders via station PA speakers, Westnet smart station audio devices, and radios. AVD integrates with a multitude of radio manufactures such as Motorola, Harris, and Kenwood.</p> <p>First-In Fire Station Alerting System (FSAS): Westnet's FSAS can connect to existing fire station systems such as the PA amp to broadcast alerts over existing PA speakers and the phone paging system so that messages voiced over the paging system can also broadcast through Westnet speaker devices. The FSAS can also perform a wide variety of tasks throughout the fire station by using relays such as activating existing station lighting, opening apparatus bay doors, activating exhaust fans, controlling traffic lights, and opening security gates. In addition, our Appliance Control Device and Reset Button can automatically shut off electric or gas stoves and bbq's when an alert is received, or remaining personnel can bypass the shut-off if they wish to continue use of the appliance. The FSAS supports telephone integrations using traditional paging port interfaces or modern VoIP phone system interfaces.</p> <p>Aircraft Emergency System (AES); patent no. 12,165, 493 B2: AES integrates touch screens to speed up the process of selecting key information for an alert message. AES will use IP to communicate the alert message to other First-In systems, airport personnel via email and SMS. For redundancy, AES will integrate to the airport radio system to provide a verbal message of the alert information over the radio system.</p> <p>First-In Mobile App: Westnet's Mobile App, currently in beta release, is built for compatibility with both iPhones and Android phones. Aside from the IOS and Android integrations, First-In Mobile maintains cloud-based integrations for bi-directional communications between first responders and PSAP's.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>Westnet is headquartered in California, where environmental stewardship is very much a part of the corporate culture. As a good corporate citizen, Westnet has a series of programs and operational guidelines to promote positive environmental interaction and reduce our carbon footprint. Westnet has instituted a recycling program that includes paper, cardboard, aluminum, plastics and metal. Westnet has also invested in renewable energy with the installation of a commercial solar plant at our headquarters facility. This generating station produces 60% of the power required to run our operations. In addition, Westnet has invested in electric vehicles that remote Westnet employees, service technicians and guests use when they are at headquarters.</p> <p>Many of our products use energy efficient LED technology in their design and by virtue of their engineering are environmentally friendly. Use of our energy efficient technologies has assisted fire departments in reducing the amount of lighting and air conditioning units needed in building new fire stations. All green initiatives performed by Westnet are voluntary and we have not participated in certifying them with a particular agency.</p>

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Westnet does not have any third-party issued eco-labels or formal certifications.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Company</p> <p>Westnet brings 50 years of experience and innovation in public safety to Sourcewell participating entities. Over this time, Westnet has worked with hundreds of fire departments in various types of implementations, whether we are installing all new Westnet equipment or upgrading a legacy system with some new equipment and tying into other existing equipment as a hybrid system. We have worked with myriad agency types and setups and are well-prepared and experienced to meet the technical and functional needs of Sourcewell participating entities. Westnet also employs a number of staff who are former and current first responders, and bring their first-hand public safety experience into their roles throughout the company.</p> <p>We have a long history of providing public safety clients with top quality design, installation, integration, implementation, training, and maintenance services for our advanced communication and notification systems. We achieve success with on-time and in-budget completion of many fire station, dispatch, and airport alerting projects and large scale, mission-critical implementations that support first responders. Westnet products offer the immediate capability to reduce response times, streamline the dispatch process, provide immediate automatic backup alerting, provide heart-safe audio and lighting, and meet industry standards such as NFPA 1221 and support 1710 &amp; 1720.</p> <p>For Westnet, Alerting Systems are not a part of our company, it is everything. Other vendors provide alerting as part of a bigger company that focuses on non-public safety offerings. Fire station alerting, dispatch notifications and related communications are our sole focus every day, all day.</p> <p>Products</p> <p>Westnet's products offer multi-tiered redundancy, military grade hardware and performance with myriad expansion capabilities, service software, unmatched reliability, and unsurpassed technology. Engineered to operate in varying conditions, the First-In equipment is specified to operate up to 150 degrees Fahrenheit and will operate in environments without climate control. It is sealed to withstand dust and is vibration resistant. All systems come equipped with an external on-line, full-time Uninterruptible Power Supply (UPS). The UPS also provides true sine-wave power line filtering, which helps protect the alerting equipment from power surges or spikes. All UPSs are serviceable with readily available batteries.</p> <p>The Westnet systems are built to last. Some of our customers have had the same Westnet components installed for decades. This results in a cost savings for our customers in reduced hardware replacement costs, and reduced maintenance visits. In addition, the majority of the Westnet Fire Station Alerting System (FSAS) is a firmware-based, embedded system that does not rely on commercial software/operating systems and therefore is not beholden to frequent software updates and upgrades, and the downtime associated with them. This not only saves the cost of these upgrades and replacements but also safeguards against computer viruses and cyber attacks.</p> <p>Westnet is unique in the industry for the breadth of proprietary alerting products – including our patented Aircraft Emergency System (Patent No. 12,165, 493 B2) – that support critical communications for fire/EMS agencies, dispatch operations, airport emergency operations.</p> <p>Services</p> <p>Our nationally-dispersed sales and support network enables us to respond to the needs of public safety agencies across the U.S. and Canada expediently, and allows our regional employees to develop a deep knowledge of the local and regional operational nuances and requirements of their respective regions.</p> <p>In addition to products we offer as part of our suite of Alerting Systems, Westnet is also a full-service provider offering system consulting, design, installation, training, warranty service, maintenance and repairs, tech support, engineering, and system monitoring. We offer our customers a full-service, one stop experience.</p>

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Westnet is not certified under these classifications.
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Westnet is not a MBE.
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Westnet is not a WBE.
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Westnet is not a DOBE.
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Westnet is not a VBE.
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Westnet is not a SDVOB.
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Westnet is not a SBE.
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Westnet is not a SDB.
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	Westnet is not a WOSB.

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Standard payment terms are net 30 days with payment milestones as follows unless otherwise mutually agreed: 30% upon contract signing, 30% upon hardware shipment, 30% upon completion of installation, and 10% upon final acceptance. Payments may be made by ACH, credit card, and check.
56	Describe any leasing or financing options available for use by educational or governmental entities.	Financing the purchase of Westnet products is evaluated on a case-by-case basis. Currently, there are about only 1% of purchases that have some element of financing as part of the transaction.
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Typically our customers sign our Installation Agreement which includes our standard terms and conditions and Statement of Work, though we also at times use the customer's contract if/when needed. Our Installation Agreement template has been uploaded to the portal with our submitted documents.
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Westnet does not accept P-card procurement or payment process.

59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Westnet is offering a 5% discount from our List Price for all of our products, annual maintenance, installation, and training under this solicitation. Our equipment price list with both list pricing and proposed discounted pricing has been uploaded to the portal with our submitted documents.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Westnet is proposing a 5% discount from MSRP on all of our products, as well as annual maintenance, installation, and training labor.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	The discounted pricing offered in our proposal is the best pricing currently available nationwide and provides Participating Entities with our most competitive pricing model.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	As the manufacturer, Westnet proposes very few items that are considered "open market" items. These items are clearly identified by Westnet in the quote to the Participating Entity. These products are very limited, and provide some ancillary support to the broader suite of products.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Westnet provides a turnkey solution, which includes items that vary from project to project. These items include installation supplies, installation, shipping, technical support, project management and other labor-related variables (e.g. difference in prevailing or Davis Bacon wages). Westnet, as the turnkey provider/proposer, is the only entity to impose these variable costs. These items are quoted at a firm-fixed price once the details of the project and the local rates are determined.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Westnet will use shipping and delivery services that provide the best quality, service and pricing. Delivery time will be determined by the carrier during normal business hours unless previously agreed upon between the customer and Westnet. Expedited delivery costs will be the responsibility of the customer unless the customer has an Annual Maintenance Contract with Westnet.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are calculated on a per-item basis for shipment in the contiguous United States, Hawaii, and Alaska. Additional duties or other fees may apply for Canadian and international shipments.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Westnet uses well equipped shipping companies that offer cost effective and timely delivery options including UPS for parcels and Logistics Fox for pallets.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Westnet undergoes an annual third-party financial audit that includes price and cost testing for each sales agent arrangement. In addition, we employ a full-time Contracts Administrator whose sole responsibility is to meet contractual obligations. Lastly – we also employ a full-time risk manager who completes internal self-audits of obligations the company makes.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Westnet utilizes Microsoft Business Central with quote to cash tracking dimensions which allow us to run gross margin reports by sales lead to determine success factors.  Westnet also manages a sophisticated lead to close CRM methodology to trace all opportunities throughout the buyer's journey to ensure maximum close/win rate for Sourcewell opportunities.  Westnet will audit contracts for milestone adherence as well as measure financial metrics for ROI against wins via Sourcewell participants.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Westnet proposes to pay Sourcewell a 2% Administration Fee calculated as a percentage of all completed transactions utilizing the Master Agreement within the preceding Reporting Period defined in the agreement.	*

**Table 6B: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	<p>Westnet is offering a 5% discount from our List Price for all of our products under this solicitation, as well as annual maintenance, installation, and training labor. Our equipment price list with both list pricing and proposed discounted pricing shown in both USD and Canadian Dollars has been uploaded to the portal with our submitted documents.</p> <p>The discounted pricing offered in our proposal is the best pricing currently available nationwide and provides Participating Entities with our most competitive pricing model. This includes supporting the Sourcewell-US Army IMCOM agreement.</p>

**Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)**

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	<p>Westnet is proposing our full suite of products and services in response to this RFP, which is inclusive of hardware and software, as well as related services including installation, implementation, user and administrative training, technical support, and maintenance and repair services. Westnet's First-In Alerting Systems enable a seamless and immediate alerting process from the Dispatch Center and Air Traffic Control (in an airport setting) to emergency personnel to reduce response times, streamline the dispatch process, provide immediate automatic backup alerting, heart-safe audio and lighting, and meet industry standards such as NFPA 1221 and support NFPA 1710 &amp; 1720.</p> <p>Westnet's First-In Fire Station Alerting System (FSAS), First-In Alerting Platform (FIAP), Aircraft Emergency System (AES), patent no. 12,165, 493 B2, and First-In Mobile Application (collectively "First-In Alerting Systems") deliver a comprehensive alerting and dispatch solution including multiple tiers of redundancy for backup alerting, expandability for future growth and numerous alerting options.</p> <p>For complete information on the First-In Alerting Systems including graphics and diagrams, please see the Description of Westnet Alerting Systems &amp; Table of Smart Station Devices document uploaded as an attachment to our RFP response.</p> <p><b>First-In Alerting Platform (FiAP)</b>                      The First-In Alerting Platform is installed in the 911 Room/Dispatch Center and communicates directly with the CAD system via Westnet's API. The FiAP does not replace or duplicate the CAD function, rather it provides the ability for multi-company/multi-station (and multi-agency) alerts to be sent simultaneously over radio and via the IP network to alert the in-station alerting system when the dispatcher commits the incident in CAD. This allows the dispatchers to handle other incoming calls or provide triage instructions to a caller instead of having to alert multiple units and stations verbally in real time. It also provides a backup option of manually dispatching units in the event of a CAD system failure, outage, cyber attack, or network failure.</p> <p>The FiAP consists of the following main components: a Westnet server (or use of a municipality's virtual server), text-to-speech Automated Voice Dispatch (AVD), and the Radio Interface Controller (RIC). The First-in Alerting Platform (FiAP) offers the dispatchers a variety of automatic and manual alerting options to vastly improve the call processing time and alerting process. The FiAP communicates with the CAD to both transmit and receive alerts and messages from the Westnet fire station alerting equipment.</p>

In addition to its primary alerting capabilities, Dispatch Centers have implemented the FiAP to take advantage of the following:

\*Immediately determine when a station's network connection is down and initiate automatic backup alerting over the Radio Interface Controllers and fire station alerting radios.

\*Provide an instantaneous network connection status of all the stations. This "at a glance" feedback is normally displayed at a supervisor's console and allows for proactive correction to restore a lost network connection, as opposed to learning of the lost connection after a failed alert.

\*Act as a "backup" to CAD if the CAD is down or otherwise unavailable. Any dispatcher can maximize the FiAP client screen and initiate a manual IP alert to several stations at once.

\*Provide advanced "non-alert" capability not normally provided with traditional CAD systems. For example, activating every speaker in every station with just two (2) mouse clicks. This feature allows the dispatcher to quickly announce a "non-alert" message to all units in and out of quarters.

#### First-In Automatic Voice Dispatch (AVD)

Westnet's First-In Automated Voice Dispatch is a feature of FiAP and provides true text-to speech dispatch audio over the station speakers and all fire radios located both in the stations and out in the field. The Automated Voice Dispatch System (AVD) audio is heard in the station after the FSAS preannouncement audio (described more fully below). AVD will announce the incident type, incident description, incident location, cross street and commonplace name. The AVD can be turned on, off or paused by the dispatch center.

AVD allows for consistent delivery of information from dispatch including pronunciation, data elements, order of information delivered, and speed of the speech.

The First-In AVD Manager is an administrative tool that provides control over how the AVD message is announced. Authorized dispatch personnel can customize the speech, cadence, pitch and accent of the words to better reflect the regional and local pronunciation of unique names in the database. The voice management software also allows users to edit the message order, how many times it is repeated and adjust the speed of the speech. Westnet will provide initial programming of the text to speech for all streets, names, and information from data supplied by the dispatch center and fire department. Subsequent changes to the AVD can be easily modified by authorized dispatch personnel at a central location without need for special programming or equipment. Once any changes or additions to the database are applied, those changes will take place immediately and will not require chip re-programming, flashing, additional costs, or interaction of an outside party.

If the FiAP does not immediately receive confirmation that the first, primary alert was successful, it automatically activates the First-In Radio Interface Controller (RIC). The RIC keys the radio in dispatch to transmit the alert to the designated stations(s). The RIC alert provides unit/company specific station alerting so the benefits of zoning and colored lights are not lost in the automatic backup mode. Another unique feature of the RIC is the manual backup alerting capability that is implemented if network availability with dispatch is lost. Should this occur, the dispatcher uses the RIC's keypad to select the station and units to activate the fire station. Even with this second level of backup alerting, the station crews still receive the benefit of audio and visual zoning. The RIC's manual keypads also provide a quick means to alert every station throughout the City over the radio system with just a few keystrokes. The RIC operates on analog, digital, and P25 radio systems.

Notification of system failover is made directly to the dispatchers via the FiAP Client. Additionally, an email and SMS notification can be configured for station link failures, as well as key application services (e.g. CAD interface service interruptions, AVD to the RIC, etc.).

#### First-In Fire Station Alerting System (FSAS)

The First-In Fire Station Alerting System (FSAS) is a configuration of audio and lighting "smart station" devices installed within a fire/EMS/ARFF station that safely broadcasts and delivers audio and visual alerts to emergency personnel when they are dispatched for a call. Each Fire/EMS agency will have their own needs and preferences for the types and quantities of smart station devices that will best suit their station(s). Westnet personnel consult and work together with each department to review all options and help determine the best configuration for their needs and budget.

Core System

The foundational component of the FSAS is the Core System. It is an embedded system that allows for modular expansion based on smart station devices needed for each station (audio & lighting units, etc.). The Core System is built for military grade use and resides in the fire station. Because this "brain" of the Westnet system is microprocessor-based, it is safeguarded against vulnerabilities that software-based solutions with operating systems are susceptible to like viruses, cyber attacks, and network failures.

The foundational component of the Core System is the First-In Master Control Unit (MCU). The MCU is the heart of the First-In Fire Station Alerting System and is what communicates all FSAS information to and from the dispatch center. Although the final design of each station may vary, all First-In Systems begin with and require an MCU. The MCU receives all alerts sent from the FSA communications servers in the dispatch center. Upon activation from Dispatch, the MCU sends a customizable preannouncement throughout the station, notifying emergency personnel of the assigned company, the nature of the call and the tiered response level required. The preannouncement uses real recorded human speech to provide the best possible quality audio pre-alerts. The MCU communicates the preannouncement and dispatch information through First-In Smart Station units, producing both an audible and visual notification of the alert. For stations that do not utilize Smart Station units, the MCU activates the station's existing lighting and public address system.

#### Smart Station Devices

With the Core System as the foundation of our modular system, agencies may add Westnet Smart Station devices for each fire station based on their respective needs.

The First-In Fire Station Alerting System provides Fire Departments with a wide variety of customized alerting methods, design and expansion capabilities, service software, unmatched reliability, and unsurpassed technology. Just as each fire department has its own demands, each fire station may have needs unique to the challenges its crews face daily. A single-company station may only require basic alerting, whereas a multi-company station may need to dispatch several companies at once. As a station's needs grow and change, the Westnet alerting system can easily adapt to new needs. The First-In Fire Station Alerting System gives the Fire Department the power to implement any level of alerting technology in each station. Smaller, single-company stations may require less equipment than large, multi-company stations with a high call volume.

Westnet offers many additional and optional Smart Station devices to enhance station capabilities. Westnet's First-In Smart Station is a compilation of innovative alerting components placed throughout a fire station to provide both audio and visual notification on an incoming alert. Smart Station devices can be added to all First-In Core Systems at any time in the future and are optional.

The Westnet system provides ramped, cardiac kind tones and lights, a customizable preannouncement of who is needed on the call and (if combined with the FiAP) the customizable text-to-speech (Automated Voice Dispatch) of call details. It is scalable and able to interface with a fire station's existing public address (PA) and lighting system if needed, and can also open fire station doors and gates, activate exhaust fans, monitor fire station security, and control traffic lights. In these ways, our FSAS system fulfills the elements of Category 3 pertaining to customization and upgrade services and retrofitting existing hardware with new capabilities.

At the station level, the modular design of our solution offers fire/EMS/ARFF departments a vast array of alerting system devices that are specifically designed for station alerting. The limited products of other alerting systems result in limited choices for Participating Agencies. With over 100 different alerting options, Westnet products mean choices, both operationally and financially. What sets us apart from others is the advanced technology and the flexibility to implement everything from the most basic design to the most sophisticated alerting technologies.

Please see the Description of Westnet Alerting Systems & Table of Smart Station Devices document, uploaded as an attachment to this response.

#### Aircraft Emergency Systems (AES); Patent No. 12, 165, 493 B2

Westnet's patented AES eliminates traditional party-line crash phones with a digital system that delivers audio and visual alerts to all locations at the airport in less than one (1) second. A touchscreen monitor located in the Air Traffic Control Tower, and with customized GUI display for the specific airport, provides an immediate means for the Air Traffic Controller (or dispatch) to enter incident details while still on the line with the aircraft or reporting entity. Once the call is activated from the touchscreen, the alert is then transmitted via IP connection to all response facilities, producing instant visual and verbal notification of the emergency so that emergency personnel can be immediately dispatched and informed of critical incident information including incident type, location, and other details. The AES will also activate the

		<p>Westnet Fire Station Alerting System within the ARFF/Fire station if present.</p> <p>Westnet's Voice Over IP (VOIP) secondary crash phone system provides backup communications from the tower to all crash phone locations relaying mission critical details.</p> <p>Features and benefits include:                  *Simultaneous alerting of all facilities                  *Redundant alerting                  *Incident logging and reports                  *Clear audio communications                  *Visual incident information                  *Supports external recorders to record crash phone conversations                  *Monitored system</p> <p>First-In Mobile App (in Beta release)                  In addition to our extensive suite of products for the fire station, Westnet's mobile app, First-In Mobile, gives our firefighters an additional means to receive alert notifications when not in the station and respond to emergencies faster. Our mobile app is comprehensive, reliable, and communicates with CAD in real-time.</p> <p>First-In Mobile App Features include:                  *Real-time and bi-directional connection to the FSAS server                  *Vetted demographics through CAD software, ensures accuracy of information                  *GPS mapping of department assets with real-time traffic                  *Ability to use fire hydrant data overlays on mapping</p>
72	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The RFP categories and sub-categories that describe the Westnet products are as follows:</p> <ul style="list-style-type: none"> <li>a. In-Station Public Safety alerting or paging systems;</li> <li>b. Dispatch/control room consoles and associated integrated communications equipment;</li> <li>c. Wearable or portable communication devices, including biomonitors wearables</li> <li>d. Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:                         <ul style="list-style-type: none"> <li>ii. Portable and deployable wireless hubs, routers, and networks;</li> <li>iii. Mesh networks and mesh radios;</li> <li>iv. Land mobile/broadband radios</li> </ul> </li> </ul>

**Table 7B: Depth and Breadth of Offered Solutions**

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offerings	Offered *	Comments
73	In-station Public Safety alerting or paging systems;		<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>In-station Public Safety alerting &amp; paging is the heart of our suite of products. Our Fire Station Alerting System (FSAS) is the embodiment of this functionality, with our First-In Alerting Platform (FIAP) transmitting alerts from Dispatch to activate the FSAS.</p> <p>Our Aircraft Emergency System (AES); patent no. 12,165, 493 B2 also transmits alerts, from air traffic control, and activates the FSAS in-station as well. And lastly, our First-In Mobile App activates first responders, whether they are in station or in the field.</p>

74	Dispatch/control room consoles and associated integrated communications equipment;		<input checked="" type="radio"/> Yes <input type="radio"/> No	Our First-In Alerting Platform (FIAP) fulfills this category as an integrated system that interfaces with the CAD and transmits alerts via IP connection and radio to fire/EMS stations and radios.	*
75	Wearable or portable communication devices, including biomonitored wearables, alerting or paging systems		<input checked="" type="radio"/> Yes <input type="radio"/> No	The First-In Mobile App sends alerts to personal smart devices such as IOS and Android smart phones, as well as to wearable personal radio pagers.	*
76	Connectivity and interoperability devices, hardware, and equipment for the connection of communication systems and endpoints, including:		<input checked="" type="radio"/> Yes <input type="radio"/> No	The First-In Alerting Systems connect with a number of other hardware and software systems and devices including CAD systems, PA systems, radios, phone paging systems, and others.	*
77		Satellite communications equipment;	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
78		Portable and deployable wireless hubs, routers, and networks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Westnet can deploy and configure CradlePoint devices to provide ad hoc or permanent network connectivity between a dispatch center and fire stations.	*
79		Mesh networks and mesh radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	With the First-In Auto-Enroute system, devices in this system use wireless mesh technology to communicate with each other at any fire station equipped with Auto-Enroute.	*
80		Land mobile/broadband radios	<input checked="" type="radio"/> Yes <input type="radio"/> No	The First-In Master Control Unit, Radio Interface Controller, and Automated Voice Radio Controller units interface to LMR systems.	*
81		Push to Talk over Cellular (PoC) handsets	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
82		High Power User Equipment (HPUE) for LTE	<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*
83	Airborne, marine, and underwater communication systems		<input type="radio"/> Yes <input checked="" type="radio"/> No	No.	*

**Table 8: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 84. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

<b>Do you have exceptions or modifications to propose?</b>	<b>Acknowledgement *</b>
	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Documents**

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Westnet Pricelist.pdf - Thursday February 06, 2025 11:01:57
- [Financial Strength and Stability](#) - Bank Letters.pdf - Wednesday February 05, 2025 17:04:54
- [Marketing Plan/Samples](#) - Westnet Marketing Plan & Brochures.pdf - Wednesday February 05, 2025 17:08:46
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Installation Agreement Template.pdf - Wednesday February 05, 2025 14:25:54
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Description of Westnet Alerting Systems & Table of Smart Station Devices.pdf - Wednesday February 05, 2025 16:46:39

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Nokes, Chief Executive Officer (CEO), Westnet, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625</b> Wed January 29 2025 03:10 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_12_Public_Safety_Communications_Eqpt_RFP_020625</b> Wed January 29 2025 03:09 PM	<input checked="" type="checkbox"/>	4
<b>Addendum_11_Public_Safety_Communications_Eqpt_RFP_020625</b> Tue January 28 2025 01:37 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_10_Public_Safety_Communications_Eqpt_RFP_020625</b> Mon January 27 2025 04:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_9_Public_Safety_Communications_Eqpt_RFP_020625</b> Mon January 27 2025 10:15 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Public_Safety_Communications_Eqpt_RFP_020625</b> Tue January 21 2025 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_Public_Safety_Communications_Eqpt_RFP_020625</b> Thu January 16 2025 03:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Public_Safety_Communications_Eqpt_RFP_020625</b> Wed January 8 2025 11:08 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Public_Safety_Communications_Eqpt_RFP_020625</b> Fri January 3 2025 03:19 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Public_Safety_Communications_Eqpt_RFP_020625</b> Mon December 30 2024 04:32 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Public_Safety_Communications_Eqpt_RFP_020625</b> Fri December 27 2024 09:56 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Public_Safety_Communications_Eqpt_RFP_020625</b> Tue December 24 2024 01:46 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Public_Safety_Communications_Eqpt_RFP_020625</b> Wed December 18 2024 08:04 AM	<input checked="" type="checkbox"/>	1



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ADMINISTRATIVE SERVICES DEPARTMENT

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

**FROM:** Henry Chen, Administrative Services Director  
By: Wilson Luo, Information Technology Manager

**SUBJECT:** PURCHASE ORDER FOR DELL COMPUTER WORKSTATIONS AND LAPTOPS FROM GRANITE DATA SOLUTION INC. IN THE AMOUNT OF \$75,000 THROUGH A COOPERATIVE PURCHASING AGREEMENT UNDER THE CALIFORNIA STATE EPROCUREMENT PROGRAM (CONTRACT NUMBER 1-22-70-31A)

**CEQA: Not a Project**

**Recommendation: Approve**

**SUMMARY**

It is recommended that the City Council authorize a purchase order in the amount of \$75,000 for the replacement of seventy-five (75) computer workstations and laptops. The purchase will be made through a Cooperative Purchasing Agreement under the California State eProcurement Program from Granite Data Solution, a contracted reseller for Dell Computer Corporation. The formal bidding requirements have been satisfied, and funds for this acquisition were approved as part of the Fiscal Year 2025–26 Equipment Replacement Fund Budget.

**BACKGROUND**

Information technology is a continually evolving field in which hardware and software are constantly advancing. The continued forward movement of technology creates compatibility challenges. Standardization of computer hardware and software is necessary to efficiently use the latest available technology. The Computer Replacement Program helps reduce the inclination to simply purchase the “latest” technology, by carefully planning purchases through a standardized replacement purchasing schedule. The overall goal of the Program is to ensure that computing

resources are up to date, cost effective, and available to all staff, while still considering the limited budget resources that are available.

An assessment of the City's IT program was previously conducted, and among the recommendations was the incorporation of the industry standard of replacing computers over a five-year life cycle. To achieve this goal, approximately 75 computers would need to be replaced this year.

## **DISCUSSION**

For Fiscal Year 2025-26, the City has 75 computers that have aged beyond the five-year replacement cycle. To further minimize computer problems and security risks, regular computer hardware replacement and upgrades for functionality and security are made. As an example, standard workplace software such as Microsoft Windows 11 and Microsoft Office 365 have minimum hardware requirements. Having PCs which meet that requirement will ensure ease of maintenance, updated security protocols, and optimum hardware performance.

Given these reasons, and in conjunction with the Computer Replacement Program, the acquisition of 75 computers is proposed for the following departments in this round of replacement:

Administrative Services	3	Workstations
Development Services	5	Workstations
Fire	11	Workstations
Recreation	4	Workstations
Library	13	Workstations
Police	27	Workstations
Public Works	12	Workstations
<b>Total</b>	<b>75</b>	<b>Workstations</b>

The formal bidding processes of state and county agencies is frequently utilized by the City as an efficient and competitive method for the purchase of equipment, while remaining within the City's adopted rules and procedures for purchasing. Competitive bids for computer equipment were solicited through the California State eProcurement Program, and annual term purchasing contracts were entered into with Dell Computers. The bidding processes, as well as the contracts with the

resellers, have been reviewed and have been determined to meet City requirements and specifications.

### **ENVIRONMENTAL ANALYSIS**

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

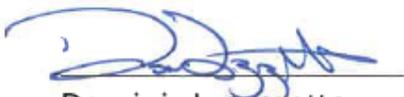
### **FISCAL IMPACT**

The total cost for the proposed replacement computers and monitors is \$75,000. Funds have been budgeted in the Fiscal Year 2025-26 Equipment Replacement Fund for this annual acquisition. The cost of the workstations includes licensing of the Microsoft Windows 11 operating system and related client software licensing, in addition to the workstations themselves.

### **RECOMMENDATION**

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and authorize a Purchase Order for Dell computer workstations and laptops from Granite Data Solutions Inc. in the amount of \$75,000 through a Cooperative Purchasing Agreement under the California State eProcurement Program (Contract Number 1-22-70-31A).

Approved:

  
Dominic Lazzaretto  
City Manager



OFFICE OF THE CITY MANAGER

**DATE:** March 17, 2026

**TO:** Honorable Mayor and City Council

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

**SUBJECT:** RESOLUTION NO. 7676 OPPOSING THE ESSENTIAL SERVICES RESTORATION ACT, LOS ANGELES COUNTY GENERAL SALES TAX MEASURE, AND AUTHORIZE A LETTER TO OPPOSE ASSEMBLY BILL NO. 1768

**CEQA: Not a Project**  
**Recommendation: Adopt and Approve**

**SUMMARY**

At the regular City Council Meeting on February 17, 2026, Council Member Cao received support from two City Council Members to consider opposition to a half-cent general sales tax proposal for Los Angeles County. Resolution No. 7676 expresses the City Council's opposition to a half-cent sales tax proposal known as the Essential Services Restoration Act, due to its broad and unspecific purposes, and for exceeding the established limit on local sales tax rates.

In support of the general sales tax proposal, Assembly Bill No. 1768 ("AB 1768"), introduced February 9, 2026, seeks to temporarily override the Transactions and Use Tax Law, allowing the combined rate of taxes in LA County to exceed the statutory limit of 2%.

It is recommended that the City Council adopt Resolution No. 7676 to oppose the Essential Services Restoration Act, Los Angeles County General Sales Tax Measure, appearing on the ballot for the June 2, 2026, Statewide Primary Election, and authorize the Mayor to execute a letter opposing Assembly Bill No. 1768 (Transactions and Use Taxes: County of Los Angeles).

## **BACKGROUND**

At its meeting on February 10, 2026, the Los Angeles County Board of Supervisors voted 4-1 to place the Essential Services Restoration Act on the June 2, 2026, Statewide Primary Election ballot. The general sales tax measure proposes a new half-cent (0.5%) tax increase, purportedly to offset federal funding reductions resulting from H.R. 1, the “One Big Beautiful Bill Act,” signed into law by President Donald Trump on July 4, 2025.

Federal reductions have significantly impacted enrollment and coverage in Medicaid (Medi-Cal), DHS’s primary funding source. In proposing the measure, the Board of Supervisors noted that the County faces more than \$1 billion in annual federal revenue losses to DHS and the Department of Public Health. As a result, the Board of Supervisors has proposed a general sales tax measure that seeks to recoup the loss of federal funding from LA County taxpayers.

Under the proposed allocation in the adopting documentation, 47% of the revenues would fund no-cost or reduced-cost care for low-income, uninsured residents. An additional 22% would support public hospitals and clinic services, 10% would fund health equity grants, and 5% would go to nonprofit hospitals serving communities where at least 40% of residents within a five-mile radius live below 200% of the federal poverty level or are designated disadvantaged communities.

While it is presumed that most revenue generated by the proposed measure would be distributed to the County’s Department of Health Services (“DHS”) and allocated as described above, these would merely be suggested allocations that could be completely ignored by the County. As a General Tax measure, the new tax proceeds could be spent on any general governmental expenditure.

In February 2023, Assembly Bill 1679 paved the way for Measure A to exceed the 2% statutory cap on local sales and use taxes in Los Angeles County. Due to Measure A, which was approved by LA County voters in November 2024, Arcadia’s overall sales tax permanently increased by a net of 0.25%, from 10.25% to 10.5%.

To facilitate this new tax proposal, Assemblymember Isaac Bryan (District 55) introduced Assembly Bill 1768 on February 9, 2026, which would again, allow the existing limit on local sales tax to be topped.

At the February 17, 2026, City Council meeting, Council Member Cao received support from Council Members Fu and Kwan to consider a resolution in opposition of a half-cent sales tax proposal for Los Angeles County.

### **DISCUSSION**

As proposed, the Essential Services Restoration Act General Sales Tax Measure would take effect 10 days after the Los Angeles County Board of Supervisors declares the election results and would be sunset on October 1, 2031. The measure proposes a half-cent increase to the County's transactions and use tax (sales tax), which is projected to generate more than \$1 billion annually.

General sales tax measures require approval by a simple majority of voters and are unrestricted in use. As a general tax, the revenues from the proposed measure will be deposited into the County's General Fund and may be used for any County services, at the discretion of the Board of Supervisors. The proposed ballot text for the June 2, 2026, Statewide Primary Election is shown below:

#### **Essential Services Restoration Act for Los Angeles County General Sales Tax Measure**

Shall the measure to help our community address severe federal cuts enacted by the President and Congress; reduce the loss of essential services, including healthcare for County residents; reduce the risk of closing the County's four public hospitals and numerous clinics, and significant healthcare provider layoffs and other service cuts by enacting a 1/2 percent (0.5%) general sales tax for 5 years, generating approximately \$1 billion annually, with independent audits, be adopted?

Given the County's challenges in effectively tracking and delivering measurable progress with previously approved general tax measures, it is unlikely that a different outcome would result from this latest general tax proposal.

Federal spending decisions can certainly affect local communities; however, shifting the costs to cities to replace lost federal funding places additional burdens on local taxpayers. While reductions in federal public health funding may have local impacts, the proposed sales tax does not account for the possibility that federal funding could later be restored. The ordinance contains no provisions to suspend or terminate the

tax if funding returns, nor does it consider the relatively short timeframe of the current federal administration compared to the five-year duration of the tax proposal.

Regardless of the potential effectiveness of the measure, the proposal raises concerns regarding commitments previously made to Arcadia residents. When Arcadia voters approved Measure A in 2019 (¾-cent sales tax increase), state law limited the transactions and use taxes in Los Angeles County to a maximum combined rate of 2%. Arcadia’s Measure A was presented as a locally controlled revenue source that would bring the City to that statutory cap and protect essential public services.

The proposed County tax is possible because the State Legislature has since modified these statutory limits, effectively weakening the home-rule authority of charter cities. As a result, Arcadia voters who approved Measure A to maintain local control over revenue now see additional countywide taxes imposed from which they receive limited direct benefit.

Since 2024, Arcadia’s total sales tax rate has increased, rising from 10.25% to 10.5% in April 2025, following the implementation of Measure A. If the Essential Services Restoration Act is approved by voters in June 2026, the overall sales tax rate would increase again to 11.0%.

To uphold the commitments made to residents when Measure A was proposed, it is recommended that the City Council oppose the Essential Services Restoration Act, Los Angeles County General Sales Tax Measure, and authorize the Mayor to sign a letter opposing Assembly Bill 1768 (Transactions and Use Taxes: County of Los Angeles).

### **ENVIRONMENTAL ANALYSIS**

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

### **FISCAL IMPACT**

If the Essential Services Restoration Act is approved by LA County voters in June, Arcadia’s total sales tax rate would increase from 10.5% to 11.0% through October 31, 2031.

The City of Arcadia’s estimated annual 1% sales tax revenue for FY 2025-26 is \$13 million. One-half of that figure would be \$6.5 million, which approximates what would be collected locally if the Act is approved. In constant dollars, over the five years of this proposed measure, Arcadia businesses would collect and transmit upwards of \$32.5 million. Although the additional revenue could help maintain public services available to all LA County residents, there is no clear evidence that Arcadians will directly benefit from any of these new funds or that any of these funds will be used for health services specifically. As a result, Arcadia residents are likely to contribute more through the higher tax than any benefits they would receive in return.

In addition, in an inflationary economy, adding an extra 0.5% to every purchase may create financial hardships and lead to a reduction in purchases overall and/or a shift in purchases outside the County to avoid the new tax. This could, in turn, negatively impact the City’s revenues.

### **RECOMMENDATION**

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7676 opposing the Essential Services Restoration Act, Los Angeles County General Sales Tax Measure, and authorize the Mayor to execute a letter opposing Assembly Bill No. 1768 (Transactions and Use Taxes: County of Los Angeles).

Attachment No. 1: Resolution No. 7676

Attachment No. 2: February 10, 2026, Los Angeles County Board of Supervisors –  
Agenda Packet, Item 15

**Attachment No. 1**

RESOLUTION NO. 7676

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, OPPOSING THE ESSENTIAL SERVICES RESTORATION ACT, LOS ANGELES COUNTY GENERAL SALES TAX MEASURE

WHEREAS, on February 10, 2026, the Los Angeles County Board of Supervisors voted to place the Essential Services Restoration Act on the June 2, 2026, Statewide Primary Election ballot; and

WHEREAS, the proposed measure would impose an additional half-cent (0.5%) general sales tax throughout Los Angeles County for a period of five years, projected to generate approximately \$1.0 billion annually; and

WHEREAS, revenues generated from the proposed general tax measure would be deposited into the County's General Fund and could be used for any lawful County purpose at the discretion of the Los Angeles County Board of Supervisors; and

WHEREAS, the proposed measure would increase the overall sales tax rate in the City of Arcadia from 10.5% to 11.0% through October 1, 2031; and

WHEREAS, Arcadia voters approved Measure A in 2019, which was presented as a locally controlled revenue source to maintain essential City services within the statutory limit on combined local transactions and use taxes; and

WHEREAS, the State Legislature has previously modified the statutory cap on transactions and use taxes in Los Angeles County, allowing the cap to be exceeded beyond those previously contemplated by local voters; and

WHEREAS, Assembly Bill 1768, introduced on February 9, 2026, proposes to override the combined rate of local sales taxes in Los Angeles County to exceed the statutory limit of two percent (2%); and

WHEREAS, the proposed tax measure has broad and unspecified purposes, limited local authority, and would place additional financial burdens on residents and businesses in Arcadia; and

WHEREAS, shifting the financial impact of federal funding reductions to local taxpayers through additional taxes raises concerns regarding long-term fiscal responsibility and the protection of local revenue authority.

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

SECTION 1. The City Council opposes the Essential Services Restoration Act, the proposed Los Angeles County general sales tax measure appearing on the June 2, 2026, Statewide Primary Election ballot.

SECTION 2. The City Council finds that the proposed measure would increase the overall sales tax rate within the City of Arcadia, exceeding previously established limits on local sales tax rates, and imposing additional burdens on Arcadia residents and businesses without sufficient local benefit.

SECTION 3. The City Council hereby expresses its opposition to Assembly Bill 1768 (2025-2026), which would authorize the combined rate of local transactions and use taxes in Los Angeles County to exceed the statutory limit.

SECTION 4. The Mayor is hereby authorized to execute a letter on behalf of the City Council, expressing the City's opposition to Assembly Bill 1768 and the proposed Essential Services Restoration Act.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 17th day of March, 2026.

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Mayor of the City of Arcadia

ATTEST:

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City Clerk

APPROVED AS TO FORM:



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Michael J. Maurer  
City Attorney

AGN. NO.

**MOTION BY SUPERVISOR HOLLY J. MITCHELL**

February 10, 2026

**Securing Funding to Preserve Critical County Services Cut by H.R.1**

The federal budget bill, H.R.1, also known as the “One Big Beautiful Bill Act”, proposed and signed into law by President Donald Trump, includes massive funding cuts. In Los Angeles County (County), these cuts most severely impact the County’s health care system. H.R.1 cuts billions in federal Medicaid funding to California and imposes new eligibility requirements and copays, resulting in reduced care for patients. The County has 3.3 million residents who rely on Medi-Cal. That is 1 in 3 County residents, including nearly one million children. Hundreds of thousands of them could face loss of coverage and reduced access to care. The implications of these cuts are on track to result in overcrowding of emergency rooms when residents are unable to access health care until they are experiencing a life-threatening crisis.

After accounting for H.R.1, recent Executive Orders from the Trump Administration on grant oversight, and new federal Terms & Conditions restrictions, the County’s most impacted departments face projected losses totaling \$2.4 billion over the next three years. Due to funding losses, County officials have already initiated hiring freezes and are contemplating service consolidations, potential layoffs of 5,000 staff, and facility closures in the coming years. Federal funding cuts will affect public health services such as chronic disease prevention, disease tracking and water safety, as well as the health care provided at the County’s public hospitals and numerous clinics. The President’s bill, H.R.1, and other reductions in health and public health funding by the Trump Administration

- MORE -

MOTION

MITCHELL	_____
HORVATH	_____
HAHN	_____
BARGER	_____
SOLIS	_____

disproportionately affect low-income families and several of the proposed cuts specifically target health care and public health providers.

The Department of Health Services (DHS) plays a pivotal role in protecting the health and wellness of County residents. In 2024, DHS medical teams provided immediate and comprehensive care to 600,000 specialty care patients, handled 260,905 emergency room visits, 192,502 urgent care visits, and performed 36,295 surgeries. The system also served 193,241 people at food distribution clinics, secured permanent supportive housing for 22,239 individuals, and distributed 413,074 Narcan doses. These DHS medical teams work across four County hospitals — Los Angeles General Medical Center, Olive View Medical Center, Rancho Los Amigos and Harbor-UCLA Medical Center — as well as 23 clinic sites and various mobile and community-based sites. The cuts in H.R.1 will result in unprecedented and catastrophic impacts on residents and on health care and social service providers.

The reductions at both the federal and state levels significantly affect Medicaid (Medi-Cal), which is a primary revenue source for DHS. In just four months following H.R.1's signing, the County lost an average of 1,000 people per day from Medi-Cal enrollment — over 120,000 people between July and November 2025. During the same four-month period, more than 27,000 children under age 18 lost their Medi-Cal coverage, equating to nearly 200 children per day. In that same four-month period following H.R. 1's passage, the County also lost over 70,000 CalFresh enrollees receiving food assistance, including approximately 27,000 who were children under age 18. This funding and coverage loss poses a serious threat to the long-term sustainability of critical safety-net services relied upon by County residents, as the County health care system faces more than \$1 billion in cuts. DHS alone, for example, must absorb a projected federal revenue loss exceeding \$700 million per year. Additionally, the Department of Public Health (DPH) projects a loss of \$200-300 million in federal and state funds. DPH is also forecasting a minimum \$42 million deficit this fiscal year, requiring various clinic closures, service reductions, personnel reassignments and possible terminations. This deficit will likely worsen given cuts to federal revenue.

The County health departments have been diligently examining every option to reduce expenditures and create efficiencies to avoid any health care service cuts to County residents. For example, DPH and DHS are limiting overtime to only essential clinical activities and those needed to respond to public health emergencies. Both departments are also restricting the distribution of County-issued cell phones, reducing lease and facility costs, lowering employee expenses by eliminating contract staff positions, implementing a soft hiring freeze, consolidating clinic services, and limiting travel and training expenses.

In addition to eliminating expenses, DHS is innovating ways to increase revenue. Although the great majority of their patients are Medi-Cal recipients, DHS is creating a new patient accounting/revenue cycle system to maximize opportunities to bill private health insurance companies. DHS has also set aside an emergency reserve, called the DHS Enterprise Fund, to use in times of crisis. That emergency reserve funding and these efficiency efforts, however, are not enough to prevent large service cuts, layoffs and hospital closures starting next year. Seventy percent (70%) of DHS's budget comes from federal funding, and only 6% comes from local revenue. When the federal government withdraws that support, there is no ongoing backup funding. There is nothing left to cut without closing hospitals and clinics.

H.R.1 cuts extend beyond the County-operated health care facilities and also impact other non-profit hospital and clinic providers that substantially contribute to the safety net for uninsured and low-income residents. Nonprofit community health centers, for example, are a critical component of the County's health care safety net, providing medical, dental, and behavioral health care to over 2 million County residents at more than 450 full time sites Countywide. Each year, these health centers serve 1 in 5 County residents, 1 in 3 County residents enrolled in Medi-Cal, and nearly 80,000 people experiencing homelessness. These private health centers disproportionately serve Medi-Cal enrollees, people experiencing homelessness, immigrants, and patients with complex medical and behavioral health needs—populations most likely to be harmed by federal and State policy changes. The County and the nonprofit community health centers have closely partnered for over 30 years to create a system of care for the uninsured and under-

resourced residents of our community. These public-private partnerships have improved access to care for hundreds of thousands of residents.

The Community Clinic Association of Los Angeles County projects that H.R.1 will have a disastrous impact on the health centers, forcing up to 1.5 million County residents off coverage, reducing covered benefits, and increasing the administrative burden required to keep people covered. Without local funding, health centers will also need to consider widespread service reductions and clinic closures as uncompensated care rises. Underfunding community-based primary care will shift patients into emergency departments and DHS facilities, increasing County uncompensated care and system strain. Stable clinic funding keeps care in lower-cost, preventative care settings.

In order to meet the urgent health care needs of the County's residents and combat the looming potential closure of hospitals, clinics and the emergency room overcrowding crisis caused by H.R. 1, this Board must place a temporary 0.5% sales tax on the ballot at the next available election to be held June 2, 2026. This measure includes taxpayer oversight, audits and accountability measures that ensure the public will know how the funding is spent by the County. Preliminary polling shows 58% of County residents would support a temporary ½ cent sales tax increase to preserve health care services.

What is at stake should not be lost on anyone. Without this measure, the County will be forced to limit critical public health services and close hospitals and clinics in communities that depend on them, leaving neighborhoods without essential, life-saving care. Maternity wards will shut down. Children who have lost their Medi-Cal coverage will have nowhere to go when they are sick except overcrowded emergency rooms, driving up costs for everyone and leaving families with medical bills they cannot pay. Essential public safety protections that ensure mitigation of communicable diseases, clean water, and health services for the most vulnerable will be severely curtailed or eliminated, resulting in grave danger for all County residents.

This Board will continue to pursue any other options to prevent the collapse of the County's health care and social services safety net. Unfortunately, after exhausting every existing alternative, this temporary emergency measure is the only option that can be implemented quickly enough to prevent hospital closures and the loss of health care

access for at least hundreds of thousands of residents. This proposed measure would keep the County's health care system positioned to meet the demand it currently faces and prevent the potential closure of our public hospitals.

H.R.1 has created the largest federal health care cuts in U.S. history. These cuts are going to have both an immediate and generational impact. The unfortunate truth is that the blatant disinvestment in health care by our federal government requires strengthening local investments in the County. The County is authorized to impose a general retail transactions and use (sales) tax within both incorporated and unincorporated areas of the County to generate revenue dedicated to preserving and restoring health care services and other critical local services.

**I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:**

1. Adopt the attached resolution ordering, calling and giving notice of a special election to implement a countywide general retail transactions and use (sales) tax measure to be placed on the June 2, 2026 Statewide Direct Primary Election to be held in the County of Los Angeles on June 2, 2026.
2. Approve the general sales tax ordinance (attached as Exhibit A to the Resolution), which, subject to majority approval by the voters, would:
  - a. Impose a ½ percent (0.5 %) general sales tax until October 1, 2031;
  - b. Establish a nine-member citizens' oversight committee to provide transparency and ensure fiscal accountability as to any revenues raised by the measure by:
    - i. Reviewing the receipt and expenditures of the revenue from the sales tax, including the County's annual independent audit;
    - ii. Making recommendations to the Board on how to allocate the general fund revenue generated by the sales tax;
    - iii. Producing an annual oral or written report which shall be considered by the Board of Supervisors (Board) at a public meeting; and
    - iv. The committee's responsibilities shall not include decision-making on spending priorities, financing plans or tax rate

projections or assumptions and the committee shall have no authority to direct, nor shall it direct, County staff or officials.

The Board shall give special consideration to organizational representatives most impacted by H.R.1 in making appointments to the citizens' oversight committee. Committee members must either reside or work in Los Angeles County. Citizens' oversight committee members shall serve a three-year term and are eligible to be reappointed by the Board, at its discretion.

- c. Require the Auditor-Controller to cause a report to be prepared by an independent auditor and filed with the Board no later than December 31<sup>st</sup> of each year until all funds are expended, stating: (i) the amount of general sales tax proceeds collected and expended in such year; and (ii) the status of any projects or description of any services or programs funded from proceeds of the general sales tax.
3. Direct the Chief Executive Office's Legislative Affairs and Intergovernmental Relations Branch to support any legislative or administrative relief necessary to immediately implement the measure upon passage, including any needed exemptions from sales tax caps.
4. Adopt a spending plan expressing the Board's intent to allocate new general fund revenues generated by the general sales tax, if approved by the voters, in the following manner, subject to the County's annual budgeting process:
  - a. Up to forty-seven percent (47%) of revenue generated shall be used by the Department of Health Services (DHS) to fund a program under which a limited network of non-profit providers shall furnish no-cost or reduced cost care to low-income residents of Los Angeles County who do not have health insurance. Services available through the program shall include, to the extent funding is available, outpatient medical, dental, mild-to-moderate behavioral health, diagnostic, pharmaceuticals, and medical supplies;

- b. Five percent (5%) shall be used for school-based health needs and programs as determined by the governing board of L.A. Care Health Plan;
- c. Ten percent (10%) shall be allocated to the Department of Public Health to support core public health functions and the awarding of grants to support health equity;
- d. Five percent (5%) shall be allocated to the Department of Public Social Services to support Medicaid outreach and enrollment activities as well as work and volunteer programs;
- e. Two-and-a-half percent (2.5%) shall be allocated to support Correctional Health Services;
- f. Twenty-two percent (22%) shall provide financial support to DHS to safeguard its public hospital and clinic services.
- g. Five percent (5%) shall be allocated to support non-profit safety net hospitals in Los Angeles County, as determined by meeting one of the following criteria:
  - i. A critical access hospital in Los Angeles County; or
  - ii. Non-profit hospitals that meet all of the following criteria:
    - 1. At least 40% of the local population within a 5-mile radius around the hospital is living below 200% of the Federal Poverty Level (FPL);
    - 2. The hospital's location is listed under Los Angeles County's Concentrated Disadvantage Index;
    - 3. The hospital's service area is listed in the highest two tiers of Los Angeles County's COVID-19 Vulnerability and Recovery Index;
    - 4. The hospital's service area is listed in the highest need quartile of the California Healthy Places Index (HPI) compiled by the Public Health Alliance;

5. The hospital's service area is listed in the highest need quartile of the Centers for Disease Control and Prevention's Social Vulnerability Index;
  6. The hospital provides at least 75,000 emergency room visits per year to Medi-Cal and uninsured, Medi-Cal patients make up at least 70% of its total patients each year, and the hospital is not affiliated with a larger hospital or health care system;
  7. The hospital's service area is federally designated as a Health Professional Shortage Area (HPSA).
- h. Two-and-a-half percent (2.5%) for in-home supportive services (IHSS) for the elderly and those living with disabilities with a priority on enhancing wages and benefits for IHSS providers;
  - i. One percent (1%) to provide financial support to the City of Pasadena Public Health Department and the City of Long Beach Department of Health and Human Services to safeguard their public services, to be divided between the cities proportionately based on what each city spent on core public health services over the past five fiscal years;
  - j. Unless otherwise specified, all non-County hospital funds shall be distributed in a needs-based manner that is primarily based on Medicaid Emergency Department volume.

(YV/EA/VG)

###

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
LOS ANGELES PROVIDING FOR AND GIVING NOTICE OF AN ELECTION ON A  
GENERAL COUNTYWIDE TRANSACTIONS AND USE (SALES) TAX MEASURE TO  
BE HELD IN THE COUNTY OF LOS ANGELES ON JUNE 2, 2026, AND  
CONSOLIDATING THE SPECIAL ELECTION WITH THE STATEWIDE PRIMARY  
ELECTION TO BE HELD ON JUNE 2, 2026**

**WHEREAS**, the County of Los Angeles (County) relies on federal funding to support the delivery of vital services to the public, including health care, food assistance, social services, public health programs, child welfare services, housing, public safety, and other services critical for the health and safety of the public.

**WHEREAS**, 3.3 million County residents (one in three) rely on Medi-Cal for healthcare coverage and almost 1.5 million County residents rely on the Supplemental Nutrition and Assistance Program (SNAP) (called CalFresh in California) for nutritional needs.

**WHEREAS**, on July 4, 2025, H.R. 1, also known as the "One Big Beautiful Bill Act," was signed into federal law. This law imposes, among other cuts to public services, extensive reductions in federal support for Medicaid and SNAP and may cause hundreds of thousands of County residents who rely on Medi-Cal to lose coverage and face reduced access to care. It could result in overcrowding of emergency rooms when residents are unable to get any health care until they are experiencing a life-threatening crisis.

**WHEREAS**, the cumulative fiscal impact of federal laws and policies imposed since January 20, 2025, including H.R. 1, Executive Orders on grant oversight, and new federal terms and conditions restrictions, has led the County's most impacted departments to project revenue losses totaling \$2.4 billion over the next three years, which may result in hiring freezes, service reductions, potential layoffs of 5,000 staff, and facility closures in the coming years.

**WHEREAS**, federal funding cuts could affect public health services like chronic disease prevention, disease tracking, and water safety, as well as the health care provided at the County's four public hospitals, numerous clinics, partner non-profit safety net hospitals and community health centers, and these cuts will disproportionately affect low-income families and target health care and public health providers.

**WHEREAS**, proposed reductions at both the federal and State levels are expected to significantly affect Medicaid (Medi-Cal), which is a primary revenue source for the Department of Health Services (DHS). In just four months following H.R. 1's signing, the County lost an average of 1,000 people per day from Medi-Cal enrollment — over 120,000 people between July and November 2025. During the same four-month period, more than 27,000 children under 18 lost their Medi-Cal coverage, equating to nearly 200 children per day.

**WHEREAS**, from July 2025 to November 2025, since H.R. 1's signing, over 70,000 County residents were dropped from CalFresh enrollment — including almost 27,000 children under 18.

**WHEREAS**, this funding and coverage loss will cause a serious threat to the long-term sustainability of critical safety net services relied upon by County residents. DHS, for example, needs to absorb a projected federal revenue loss exceeding \$700 million per year.

**WHEREAS**, the Department of Public Health (DPH) is projecting a \$200-300 million loss in federal and State funds. DPH is forecasting a minimum \$42 million deficit in fiscal year 2025-26, requiring various clinic closures, service reductions, personnel reassignments, and possible terminations. This deficit will likely worsen given cuts to federal revenue.

**WHEREAS**, Medicaid is the single largest source of revenue for Los Angeles County's health departments, including the 23 health centers and four acute care hospitals run by the County and many non-profit safety-net facilities that provide irreplaceable life-saving services for residents of Los Angeles County.

**WHEREAS**, many key provisions of H.R. 1 took effect immediately, including the prohibition on new provider taxes, which effectively negates Proposition 35 that voters approved in November 2024 and that would have extended the State's managed care organization (MCO) tax and provided needed support to the Medi-Cal program while also providing dedicated funding to public hospitals which was assumed in the current State and County budgets for the current fiscal year.

**WHEREAS**, H.R. 1 immediately freezes supplemental Medicaid funding and prevents the Los Angeles County health departments from being able to draw down expected and needed supplemental Medicaid payments causing a significant negative impact on the County budget immediately and escalating over time.

**WHEREAS**, the County will be required to provide certain health care and human services funded with revenue from the County's General Fund which will directly impact the County's ability to provide other vital services to County residents, including, but not limited to, social services, supportive services for unhoused residents, and public safety.

**WHEREAS**, pursuant to Parts 1.6 and 1.7 of Division 2 of the Revenue and Taxation Code, the County is authorized to impose a retail transactions and use (sales) tax in the incorporated and unincorporated territory of the County for general purposes, including health care and human services, at a rate of one-half percent (0.5%).

**WHEREAS**, section 2 of article XIII C of the California Constitution, sections 53721-53724 of the California Government Code, and Part 1.6 of Division 2 of the California Revenue and Taxation Code authorize the County of Los Angeles to levy,

increase, or extend a general sales tax upon two-thirds vote of the Board of Supervisors and a majority vote of the electorate.

**WHEREAS**, the Board of Supervisors desires to levy a general sales tax at the rate of one-half percent (0.5 %), effective as of October 1, 2026, to continue for a period of five years.

**WHEREAS**, pursuant to article XIII C, section 2(b) of the Constitution and California Government Code section 53724(c), an election for the approval of a temporary general sales tax must be consolidated with a regularly scheduled general election for members of the governing body of the local government.

**WHEREAS**, the County's regularly scheduled elections are held on the same day as the statewide primary election in each even-numbered year, and the next regularly scheduled election for members of the Board of Supervisors and the next statewide primary election will be held on Tuesday, June 2, 2026.

**WHEREAS**, the Board of Supervisors deems it necessary, essential, and in the public interest to submit the sales tax measure to the qualified voters within the County at an election to be held on June 2, 2026, and to consolidate such election with the other elections to be held on that date.

**WHEREAS**, the tax revenues from this general sales tax levy would partly offset reductions in federal support imposed by H.R. 1 and help the County to continue to provide vital services, including health care and human services to the public.

**WHEREAS**, voter approval of this ordinance will not affect the County's existing sales taxes, which will continue to be levied.

**WHEREAS**, to promote accountability and transparency, this ordinance provides for the creation of a citizens' oversight committee that will review the receipt and expenditures of the revenues from the general sales tax and provide annual reporting of the committee's review at a public meeting.

**NOW, THEREFORE BE IT RESOLVED** by the Board of Supervisors of the County of Los Angeles that:

**Section 1. Call of the Election and Purpose.** An election shall be held and the same is hereby called and ordered to be held in the County on the 2nd day of June 2026, for the purpose of submitting to the voters: (1) the ordinance attached hereto as Exhibit A and incorporated herein (Ordinance) by this reference, which was approved by two-thirds vote of the Board of Supervisors. The Ordinance shall become effective if a majority of the qualified voters of the County of Los Angeles voting on the Ordinance measure set forth in Section 2, below, vote in favor of the measure.

**Section 2. Ballot Measure.** Pursuant to Elections Code section 10403, the measure shall appear on the ballot substantially as follows:

<b>Essential Services Restoration Act for Los Angeles County General Sales Tax Measure</b>	
Shall the measure to help our community address severe federal cuts enacted by the President and Congress; reduce the loss of essential services, including healthcare for County residents; reduce the risk of closing the County's four public hospitals and numerous clinics, and significant healthcare provider layoffs and other service cuts by enacting a 1/2 percent (0.5%) general sales tax for 5 years, generating approximately \$1 billion annually, with independent audits, be adopted?	Yes
	No

**Section 3. Proclamation.** Pursuant to section 12001 of the Elections Code, the Board of Supervisors of the County of Los Angeles hereby PROCLAIMS that an election shall be held in the County on Tuesday, June 2, 2026, to vote upon the measure.

**Section 4. Election Procedure.** All qualified voters residing within the County shall be permitted to vote in the election and in all particulars not recited in this Resolution, the elections shall be held as nearly as practicable in conformity with the Elections Code of the State of California. The votes cast for and against the measure shall be separately counted, and if the measure receives a majority of the votes cast by the qualified electors voting on the measure, the general sales tax in the amount stated in the Ordinance shall be effective and ratified. Should another proposed measure with conflicting provisions appear on the same ballot, and each proposed measure receives a majority of votes, the proposed measure with the highest number of affirmative votes shall prevail, in conformity with section 9123 of the Elections Code.

**Section 5. Sample Ballot.** The Registrar-Recorder/County Clerk is instructed to print the entire proposed Ordinance in the sample ballot.

**Section 6. Consolidation.** The election called by this Resolution shall be consolidated with the other elections conducted by the Registrar-Recorder/County Clerk to be held in the County of Los Angeles on June 2, 2026, and the measure shall be placed on the same ballot in the order set forth in this Resolution. The precincts, polling places, vote centers, precinct board members, election workers, and facilities shall be the same as provided for the June 2, 2026, statewide primary election.

**Section 7. Authority.** This Resolution is adopted pursuant to sections 10403 and 12001 of the Elections Code and section 25201 of the Government Code. The Executive Officer-Clerk of the Board of Supervisors is ordered to file a copy of this Resolution with the Registrar-Recorder/County Clerk at least eighty-eight (88) days prior to the day of the election. The Registrar-Recorder/County Clerk is authorized,

instructed, and directed to prepare any documents and take any additional actions that may be necessary in order to properly and lawfully conduct the election.

**Section 8. California Environment Quality Act.** Based upon all of the facts before it on this matter, the Board of Supervisors finds that the submission of the measure to the voters is not subject to, or is exempt from, the California Environmental Quality Act (CEQA). Submission of the measure is not a project as defined by California Code of Regulations, title 14, section 15378(b)(4) because it relates to the creation of government funding mechanisms, which do not involve commitment to any specific project which may result in a potentially significant physical impact on the environment.

**BE IT FURTHER RESOLVED:**

The foregoing resolution was on the \_\_\_\_ day of \_\_\_\_\_ 2026, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.

EDWARD YEN  
Executive Officer  
Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

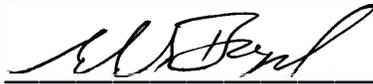
DAWYN R. HARRISON  
County Counsel

By:   
\_\_\_\_\_  
EVA CHU  
Senior Deputy County Counsel

## ANALYSIS

This ordinance amends Title 4 – Revenue and Finance, of the Los Angeles County Code, by adding Chapter 4.70, the Essential Services Restoration Act for Los Angeles County General Retail Transactions and Use Tax, to impose a general countywide tax of one-half percent (0.5 %) on all retail sales consummated at the retailer's place of business, and on the storage, use or other consumption of tangible personal property. Revenues generated from the retail transactions and use tax will be placed in the County general fund and may be used for any County services. The ordinance will become effective only after approval by a two-thirds vote of the County Board of Supervisors and a majority of the qualified voters voting in an election on the issue.

DAWYN R. HARRISON  
County Counsel

By   
MICHAEL S. BUENNAGEL  
Senior Deputy County Counsel  
Government Services Division

MSB:eg

Requested: 01/16/2026

Revised: 01/21/2026

**ORDINANCE NO. \_\_\_\_\_**

An ordinance amending Title 4 – Revenue and Finance of the Los Angeles County Code, to add Chapter 4.70 – Essential Services Restoration Act for Los Angeles County General Retail Transactions and Use Tax, relating to a general county-wide retail transactions and use tax.

WHEREAS, the County of Los Angeles (County) relies on federal funding to support the delivery of vital services to the public, including health care, food assistance, social services, public health programs, child welfare services, housing, public safety, and other services critical for the health and safety of the public.

WHEREAS, 3.3 million County residents (one in three) rely on Medi-Cal for healthcare coverage and almost 1.5 million County residents rely on the Supplemental Nutrition and Assistance Program (SNAP) (called CalFresh in California) for nutritional needs.

WHEREAS, on July 4, 2025, H.R. 1, also known as the "One Big Beautiful Bill Act," was signed into federal law. This law imposes, among other cuts to public services, extensive reductions in federal support for Medicaid and SNAP and may cause hundreds of thousands of County residents who rely on Medi-Cal to lose coverage and face reduced access to care. It could result in overcrowding of emergency rooms when residents are unable to get any health care until they are experiencing a life-threatening crisis.

WHEREAS, the cumulative fiscal impact of federal laws and policies imposed since January 20, 2025, including H.R. 1, Executive Orders on grant oversight, and new federal terms and conditions restrictions, has led the County's most impacted departments to project revenue losses totaling \$2.4 billion over the next three years, which may result in hiring freezes, service reductions, potential layoffs of 5,000 staff, and facility closures in the coming years.

WHEREAS, federal funding cuts could affect public health services like chronic disease prevention, disease tracking and water safety, as well as the health care provided at the County's four public hospitals numerous clinics, partner non-profit safety net hospitals and community health centers, and these cuts will disproportionately affect low-income families and target health care and public health providers.

WHEREAS, proposed reductions at both the federal and State levels are expected to significantly affect Medicaid (Medi-Cal), which is a primary revenue source for the Department of Health Services (DHS). In just four months following H.R. 1's signing, the County lost an average of 1,000 people per day from Medi-Cal enrollment — over 120,000 people between July and November 2025. During the same four-month period, more than 27,000 children under 18 lost their Medi-Cal coverage, equating to nearly 200 children per day.

WHEREAS, from July 2025 to November 2025, since H.R. 1's signing, over 70,000 County residents dropped from CalFresh enrollment — including almost 27,000 children under 18.

WHEREAS, this funding and coverage loss will cause a serious threat to the long-term sustainability of critical safety net services relied upon by County residents. DHS, for example, needs to absorb a projected federal revenue loss exceeding \$700 million per year.

WHEREAS, the Department of Public Health (DPH) is projecting a \$200-300 million loss in federal and State funds. DPH is forecasting a minimum \$42 million deficit in fiscal year 2025-26, requiring various clinic closures, service reductions, personnel reassignments, and possible terminations. This deficit will likely worsen given cuts to federal revenue.

WHEREAS, Medicaid is the single largest source of revenue for Los Angeles County's health departments, including the 23 health centers and four acute care hospitals run by the

County, and many non-profit safety net facilities that provide irreplaceable lifesaving services for residents of Los Angeles County.

WHEREAS, many key provisions of H.R. 1 took effect immediately, including the prohibition on new provider taxes, which effectively negates Proposition 35 that voters approved in November 2024 and that would have extended the State's managed care organization (MCO) tax and provided needed support to the Medi-Cal program while also providing dedicated funding to public hospitals which was assumed in the current State and County budgets for the current fiscal year.

WHEREAS, H.R. 1 immediately freezes supplemental Medicaid funding and prevents the Los Angeles County health departments from being able to draw down expected and needed supplemental Medicaid payments causing a significant negative impact on the County budget immediately and escalating over time.

WHEREAS, the County will be required to provide certain health care and human services funded with revenue from the County's General Fund which will directly impact the County's ability to provide other vital services to County residents, including, but not limited to, social services, supportive services for unhoused residents, and public safety.

WHEREAS, pursuant to Parts 1.6 and 1.7 of Division 2 of the Revenue and Taxation Code, the County is authorized to impose a retail transactions and use (sales) tax in the incorporated and unincorporated territory of the County for general purposes, including health care and human services, at a rate of one-half percent (0.5%).

WHEREAS, section 2 of article XIIC of the California Constitution, sections 53721-53724 of the California Government Code, and Part 1.6 of Division 2 of the California Revenue and Taxation Code authorize the County of Los Angeles to levy, increase, or extend a general sales tax upon two-thirds vote of the Board of Supervisors and a majority vote of the electorate.

WHEREAS, the Board of Supervisors desires to levy a general sales tax at the rate of one-half percent (0.5 %), effective as of October 1, 2026, to continue for a period of five years.

WHEREAS, the tax revenues from this general sales tax levy would partly offset reductions in federal support imposed by H.R. 1 and help the County to continue to provide vital services, including health care and human services to the public.

WHEREAS, voter approval of this ordinance will not affect the County's existing sales taxes, which will continue to be levied.

WHEREAS, to promote accountability and transparency, this ordinance provides for the creation of a citizens' oversight committee that will review the receipt and expenditures of the revenues from the general sales tax and provide annual reporting of the committee's review at a public meeting.

The people of the County of Los Angeles ordain as follows:

**SECTION 1.** Chapter 4.70 is hereby added to read as follows:

**CHAPTER 4.70 ESSENTIAL SERVICES RESTORATION ACT FOR**

**LOS ANGELES COUNTY GENERAL RETAIL TRANSACTIONS AND USE TAX**

**SECTIONS:**

- |                 |                               |
|-----------------|-------------------------------|
| <b>4.70.010</b> | <b>Title.</b>                 |
| <b>4.70.020</b> | <b>General Tax.</b>           |
| <b>4.70.030</b> | <b>Operative Date.</b>        |
| <b>4.70.040</b> | <b>Purpose.</b>               |
| <b>4.70.050</b> | <b>Contract with State.</b>   |
| <b>4.70.060</b> | <b>Transactions Tax Rate.</b> |
| <b>4.70.070</b> | <b>Place of Sale.</b>         |
| <b>4.70.080</b> | <b>Use Tax Rate.</b>          |

- 4.70.090 Adoption of Provisions of State Law.**
- 4.70.100 Limitations on Adoption of State Law and Collection of Use**

**Taxes.**

- 4.70.110 Permit Not Required.**
- 4.70.120 Exemptions and Exclusions.**
- 4.70.130 Amendments.**
- 4.70.140 Enjoining Collection Forbidden.**
- 4.70.150 Citizens' Oversight Committee and Annual Audit.**
- 4.70.160 Annual Report.**
- 4.70.170 Severability.**
- 4.70.180 Effective Date.**
- 4.70.190 Execution.**
- 4.70.200 Termination Date.**
- 4.70.010 Title.**

This Chapter shall be known as the "Essential Services Restoration Act for Los Angeles County General Retail Transactions and Use Tax" ordinance. The County of Los Angeles hereinafter shall be called "County." This ordinance shall be applicable in the incorporated and unincorporated territory of the County.

**4.70.020 General Tax.**

The Essential Services Restoration Act for Los Angeles County General Retail Transactions and Use Tax hereby adopted is enacted solely for general governmental purposes for the County and not for specific purposes. All of the proceeds from the tax imposed by this ordinance shall be placed in the County's general fund and used for purposes consistent with general fund expenditures of the County.

**4.70.030                      Operative Date.**

The "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the election on this ordinance.

**4.70.040                      Purpose.**

This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A.        To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with section 7251) of Division 2 of the Revenue and Taxation Code and section 7285 of Part 1.7 of Division 2, which authorizes the County to adopt this tax ordinance and shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B.        To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code, including adoption by reference of the provisions of sections 7261 and 7262 of the Revenue and Taxation Code, as now in effect or as later amended.

C.        To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the retail transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

**4.70.050 Contract with State.**

Prior to the Operative Date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this retail transactions and use tax ordinance; provided, that if the County shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following the execution of such a contract.

**4.70.060 Transactions Tax Rate.**

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of the County at the rate of one-half percent (0.5 %) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this ordinance.

**4.70.070 Place of Sale.**

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the State sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than

one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

**4.70.080 Use Tax Rate.**

An excise tax is hereby imposed on the storage, use, or other consumption in the County of tangible personal property purchased from any retailer on and after the Operative Date of this ordinance for storage, use, or other consumption in said territory at the rate of one-half percent (0.5 %) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to State sales or use tax regardless of the place to which delivery is made.

**4.70.090 Adoption of Provisions of State Law.**

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

**4.70.100 Limitations on Adoption of State Law and Collection of Use Taxes.**

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this ordinance.

3. In those sections, including, but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use, or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use, or other consumption of tangible personal property which would not be subject to tax by the State under the said provision of that code.

4. In sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797, or 6828 of the Revenue and Taxation Code.

B. The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in section 6203 of the Revenue and Taxation Code, and in the definition of that phrase in section 6203.

1. "A retailer engaged in business in the County" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined

sales of tangible personal property in this State or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this Section, a person is related to another person if both persons are related to each other pursuant to section 267(b) of Title 26 of the United States Code and the regulations thereunder.

**4.70.110 Permit Not Required.**

If a seller's permit has been issued to a retailer under section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

**4.70.120 Exemptions and Exclusions.**

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such

point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this ordinance.

5. For the purposes of subparagraphs 3 and 4 of this Section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this County of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in sections 6366 and 6366.1 of the Revenue and Taxation Code.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this ordinance.

5. For the purposes of subparagraphs 3 and 4 of this Section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph 7, a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or

through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.

7. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a County imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use, or other consumption of which is subject to the use tax.

**4.70.130 Amendments.**

A. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided, however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

B. The Board of Supervisors may repeal this ordinance or amend it in a manner which does not result in an increase in the tax imposed herein, without further voter approval.

The Board of Supervisors may likewise by ordinance adopt and add additional provisions to Chapter 4.70, or amend any existing provisions of Chapter 4.70, as they may already relate to this ordinance in any manner which does not result in an increase in the tax imposed herein, without further voter approval. If the Board of Supervisors repeals this ordinance or any provision of Chapter 4.70, it may subsequently reenact it without voter approval, as long as the re-enacted ordinance or section does not result in an increase in the tax imposed herein.

**4.70.140 Enjoining Collection Forbidden.**

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

**4.70.150 Citizens' Oversight Committee and Annual Audit.**

A. The Board of Supervisors shall establish a citizens' oversight committee advisory to the Board of Supervisors to provide transparency and ensure fiscal accountability of the retail transactions and use tax. The committee shall review the receipt and expenditure of the revenue from the transactions and use tax, including the County's annual independent audit. This advisory committee shall make recommendations to the Board on how to allocate the County's general fund revenue generated by the retail transactions and use tax. The committee's review shall be completed in conjunction with the County's budget process. The committee shall produce an annual oral or written report on its review, which shall be considered by the Board at a public meeting. Any final written report shall be a public record. To preserve the integrity and independence of the oversight process, the committee's

responsibilities shall not include decision-making on spending priorities, financing plans or tax rate projections or assumptions and the committee shall have no authority to direct, nor shall it direct, County staff or officials.

B. The Board of Supervisors shall appoint nine (9) members to the citizens' oversight committee with special consideration given to organizational representatives most impacted by H.R. 1. Committee members must either reside in or work in Los Angeles County. Citizens' oversight committee members shall serve a three-year term and are eligible to be reappointed by the Board of Supervisors, at their discretion.

C. For so long as any proceeds of the retail transactions and use tax remain unexpended, the Auditor-Controller shall cause a report to be prepared by an independent auditor and filed with the Board of Supervisors no later than March 31 of each year, stating: (i) the amount of retail transactions and use tax proceeds collected and expended in the prior year; and (ii) the status of any projects or description of any services or programs funded from proceeds of the retail transactions and use tax.

**4.70.160 Annual Report.**

In order to ensure public fiscal accountability, the County shall provide a public report summarizing all expenditures of funds raised pursuant to the retail transactions and use tax on an annual basis and shall subject the funds to independent audit/oversight by the citizens' oversight committee created pursuant to this ordinance or in a manner otherwise directed by the Board of Supervisors.

**4.70.170 Severability.**

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

**4.70.180 Effective Date.**

This ordinance relates to the levying and collecting of the County's retail transactions and use tax and shall be considered as adopted upon the date the vote is declared by the Board of Supervisors, and shall go into effect 10 days after that date.

**4.70.190 Execution.**

The Chair of the Board of Supervisors is authorized to attest to the adoption of this ordinance by the voters of the County.

**4.70.200 Termination Date.**

The authority to levy the tax imposed by this ordinance shall terminate on October 1, 2031.

**SECTION 2.** This Ordinance, and all the provisions thereof, shall become effective only upon affirmative passage by a majority of the eligible voters of this County pursuant to article XIIC, section 2 of the California Constitution and applicable provisions of the Revenue and Taxation Code.

**SECTION 3.** The purpose of this Ordinance is to establish a government funding mechanism for general County purposes, and the County is not committing to a course of action with respect to the tax revenue and, therefore, the ordinance is not a "project" subject to the California Environmental Quality Act (CEQA) pursuant to section 15378, subdivision (b)(4), of the CEQA Guidelines.

I, hereby, certify that the foregoing ordinance was PASSED, APPROVED and ADOPTED by the people of the County of Los Angeles voting on the 2nd day of June 2026.

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Chair of the Board of Supervisors

[CH470ECCC]