



CITY OF ARCADIA

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, October 6, 2026, 6:30 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 ensure accessibility to the meeting.

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.

How to Submit Public Comment:

Members of the Public who wish to submit public comment may do so using one of the following methods. 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**.

1. **In-Person:** Complete a Speaker Card, indicate 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.
2. **Remote Participation:** Click on the link or join using the Webinar/Meeting ID. To provide public comment, select the **"Raise Hand"** feature in Zoom during public comment.

Web Link:

<https://us06web.zoom.us/j/82181334548?pwd=sk3icr9kXtsYSLO9y8yLM1FSXqY4Zh.1>

Webinar/Meeting ID: 389875

A conference line has been established for public comment. To provide public comment, press ***9** to **"raise your hand"**.

Conference Line: 1 (669) 444-9171

Meeting ID: 821 8133 4548#

Participant ID: Press the # symbol

Meeting Passcode: 389875#

When it is your turn to speak, your microphone will be unmuted, and you will be asked to state your name for the record before providing your comments.

3. **Electronic Submissions:** 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. Your comments must be received at least 30 minutes prior to the posted meeting time. Please submit your comments electronically in the following manner:

Online public comment form at ArcadiaCA.gov/comment.

Via email to CityClerk@ArcadiaCA.gov.

CALL TO ORDER

ROLL CALL OF CITY COUNCIL MEMBERS

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

PUBLIC COMMENTS (5-minute time limit each speaker)

Any person wishing to speak before the City Council may do so using one of the following methods. 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**. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

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STUDY SESSION

- a. Report, discussion, and direction regarding the community honorary wall.

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

1. CALL TO ORDER

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

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

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

6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

7. PRESENTATIONS

- a. Presentation of an adoptable dog by Michelle McGraw of the Pasadena Humane Society.
- b. Presentation of the 2026 Fire Prevention Week Proclamation and the theme, "Charge into Fire Safety: Safe Charging is a Superpower."
- c. Presentation of Mayor's Certificate of Commendation to Jonathan Ung of Monarch Donuts for his years of service to the community.
- d. Presentation of Mayor's Certificate of Commendation to the Wong Family in appreciation for their years of ownership and operation of the Moon Palace restaurant in Arcadia.

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

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9. **CONSENT CALENDAR**

- a. Regular Meeting Minutes of September 15, 2026.
CEQA: Not a Project
Recommended Action: Approve
- b. Resolution No. 7714 approving and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.
CEQA: Not a Project
Recommended Action: Adopt
- c. Cancellation of the November 3, 2026, Regular City Council Meeting.
CEQA: Not a Project
Recommended Action: Approve
- d. Authorize payment to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority for Arcadia’s cost share of the fifth amendment to the current Watershed Management Program agreement with Craftwater

Engineering, Inc. for multi-benefit stormwater project concept reports in the amount of \$64,824.02.

CEQA: Not a Project

Recommended Action: Approve

- e. Professional Services Agreement with Baker Tilly for a Total Compensation Study in the amount of \$54,400, with an additional \$15,600 for contingency work arising out of the survey process.

CEQA: Not a Project

Recommended Action: Approve

- f. Professional Services Agreement with Willdan Engineering for the 2026 Engineering and Traffic Survey in the amount of \$39,800.

CEQA: Not a Project

Recommended Action: Approve

- g. Professional Services Agreement with JL Group for confidential employment matters in an amount not to exceed \$46,000.

CEQA: Not a Project

Recommended Action: Approve

- h. Professional Services Agreement with SDI Presence Inc. for Information Technology Support Services.

CEQA: Not a Project

Recommended Action: Approve

- i. Contract with GRBCON, Inc. for the Sewer Main Replacement Program in the amount of \$1,054,543, with a 10% contingency.

CEQA: Exempt

Recommended Action: Approve

- j. Contract with ILB Electric for the Traffic Signal Upgrades and Fiber Network Extensions Project in the amount of \$709,478, with a 10% contingency.

CEQA: Exempt

Recommended Action: Approve

- k. Contract with South West Pump & Drilling, Inc. for the Goldring Well Drilling Project in the amount of \$2,274,647, with a 10% contingency.

CEQA: Mitigated Negative Declaration/Notice of Determination Filed

Recommended Action: Approve

- l. Contract with West Coast Arborists, Inc. for annual tree trimming services, tree removal, and replacement in the amount of \$451,547.

CEQA: Not a Project

Recommended Action: Approve

- m. Purchase 2,469.99 acre-feet of Imported Cyclic Storage Water from the Main San Gabriel Basin Watermaster in the amount of \$2,684,879.13.

CEQA: Not a Project

Recommended Action: Approve

- n. Contract with UKG Kronos Systems, LLC for UKG Telestaff Cloud Based Staffing program for a three-year term, with the option to renew for three one-year extensions.

CEQA: Not a Project

Recommended Action: Approve

- o. Change Order to increase the Purchase Order with Amazon Business to \$250,000 and approve a new Purchase Order in the amount of \$250,000 annually, with the option to renew for three (3) additional years.

CEQA: Not a Project

Recommended Action: Approve

10. CITY MANAGER

- a. Report from independent legal counsel regarding internal controls for City Council check requests.

CEQA: Not a Project

Recommended Action: Receive and File

- b. Resolution No. 7713 acknowledging receipt of a report made by the Fire Chief of the Arcadia Fire Department regarding inspections of certain occupancies required by Sections 13146.2 and 13146.3 of the California Health and Safety Code.

CEQA: Not a Project

Recommended Action: Adopt

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

12. REQUEST FOR FUTURE ITEMS

13. ADJOURNMENT

The City Council will adjourn this meeting in memory of David Freeman, long-time Arcadia resident, to Tuesday, October 20, 2026, at 6:00 p.m. in the City Council Conference Room.

Welcome to the Arcadia City Council Meeting!

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

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

PUBLIC PARTICIPATION: Your participate-on 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. Any person wishing to speak before the City Council may do so using one of the following methods.

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2. **Remote Participation:** Click on the link or join using the Webinar/Meeting ID or call the established conference line.

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.



City of Arcadia

PROCLAMATION

WHEREAS, Arcadia is committed to ensuring the safety and security of all those living in and visiting Arcadia; and

WHEREAS, fire remains a serious public safety concern both locally and nationally, and the presence of lithium-ion batteries in many household devices introduces fire risks; and

WHEREAS, most of the rechargeable electronics used in homes daily, including smartphones, tablets, laptops, power tools, e-bikes, e-scooters, and toys, are powered by lithium-ion batteries, which if misused, damaged, or improperly charged, can overheat, start a fire, or explode; and

WHEREAS, the way lithium-ion battery devices are charged can make a difference in helping prevent home fires; and

WHEREAS, safe charging includes using the cord and charger that came with your device or one approved by the manufacturer, charging on a hard, flat surface, watching for warning signs like devices that are very hot or start to swell, unplugging when fully charged, and charging larger devices like e-bikes outside and away from exits; and

WHEREAS, Arcadia first responders remain dedicated to reducing the occurrence of fires through prevention, safety education, and community outreach; and

WHEREAS, the 2026 Fire Prevention Week theme, "*Charge into Fire Safety: Safe Charging Is a Superpower*," serves to remind all residents that safe charging can help reduce the risk of fires in homes and communities;

NOW, THEREFORE, I, Paul Cheng, Mayor of Arcadia, do hereby proclaim **October 4–10, 2026**, as

FIRE PREVENTION WEEK

throughout Arcadia and urge all residents to learn about and practice safe charging habits.

*Dated this
6th Day of October, 2026*

Paul P. Cheng, Mayor



**ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, SEPTEMBER 15, 2026**

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

ROLL CALL OF CITY COUNCIL MEMBERS

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

ABSENT: None

Pursuant to Government Code Section 54953(b), Mayor Pro Tem Fu attended the City Council Meeting via teleconferencing, and notice was properly posted as required by law.

PUBLIC COMMENTS

There were no public comments.

CLOSED SESSION

- a. Pursuant to Government Code Section 54956.9 (d)(2) to confer with legal counsel regarding the Workers' Compensation matter of Kevin Valentine (Claim #21-154915/WCAB Case No. ADJ14415396).

The Closed Session ended at 6:24 p.m.

No reportable action was taken.

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

1. **CALL TO ORDER** – Mayor Cheng called the Regular Meeting to order at 7:00 p.m.
2. **INVOCATION** - Reverend Jolene Cadenbach, Arcadia Congregational Church
3. **PLEDGE OF ALLEGIANCE** – Reverend Jolene Cadenbach, Arcadia Congregational Church
4. **ROLL CALL OF CITY COUNCIL MEMBERS**

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

ABSENT: None

Pursuant to Government Code Section 54953(b), Mayor Pro Tem Fu attended the City Council Meeting via teleconferencing, and notice was properly posted as required by law.

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 Mayor's Certificates of Commendation to Santa Anita Little League's Softball Minors Washington Huskies for winning the Tournament of Champions and 10U All-Stars for winning the District Championship.

8. PUBLIC COMMENTS

The following speakers appeared and expressed their opposition to the proposed removal of 34 protected native oak trees at Santa Anita Park for the LA28 Olympic equestrian cross-country course:

Ann Cleary	Arman A.
Suzanne Lukather	Nicolle (participated remotely)
Carla Thomas	

Dom Tallerico, Arcadia resident, appeared and questioned why the cross-country course is an issue for the City; he noted that some of the 1984 Olympics cross-country events were held in northern San Diego County; he also questioned why work began at Santa Anita Park before permits were issued; and he announced that he will be reaching out to Highland Oaks residents to rejoin the Highlands Homeowners' Association, and to promote the upcoming neighborhood block party.

David Bigelow, an Arcadia resident, appeared and requested an item be placed on a future agenda to allow the City Council the opportunity to discuss and answer questions about ALPR Flock cameras in the City.

Grace Lee, Arcadia resident and District 3 Candidate, appeared and spoke about her vision for Arcadia and the positive change she would bring to the City.

Burton Brink, Arcadia resident and District 2 Candidate, appeared and spoke about the sacrifices made by first responders to keep the community safe; he responded to criticism regarding his endorsements from the Arcadia Police Officers' Association and the Arcadia Firefighters' Association; and stated that, if elected, he would support residents, businesses, and first responders.

Alpha Biz participated remotely and commented on Steve Rhee's candidacy for District 5 after previously running for District 4 in 2024; he expressed concerns regarding Mr. Rhee seeking office in different districts; and he stated that candidates should demonstrate a commitment to serving in the district they seek to represent.

Meeting Attendee C participated remotely and commented on Steve Rhee's candidacy for District 5 after previously running for District 4 in 2024; the speaker questioned his commitment to District 5; and stated that the election should not just be about campaigning, but about commitment, consistency, and accountability.

In response to Mayor Cheng's inquiries, City Manager Lazzaretto clarified that since the last City Council meeting, Santa Anita Park requested that the City pause its review of the proposed oak tree removals while alternative options and designs are explored to preserve more of the Oak trees; he stated that Santa Anita Park is working with LA28 and the International Equestrian Federation; and he indicated that he did not know when a revised application would be submitted.

Regarding the construction work currently underway at Santa Anita Park, City Manager Lazzaretto clarified that the work is unrelated to the LA28 Olympics and is being conducted in preparation for the Split Rock Jumping Tour event in November and the Enchant Christmas event.

Mayor Cheng referenced the City Council's Rules of Procedure and Decorum, noting that City Council Members may briefly respond to concerns raised during public comment; he assured the public that discussions concerning the potential removal of oak trees were happening transparently and publicly; and he encouraged continued public participation on the matter.

9. CONSENT CALENDAR

- a. Special and Regular Meeting Minutes of September 1, 2026.

CEQA: Not a Project

Recommended Action: Approve

- b. Professional Services Agreement extension with SDI Presence Inc. for information technology support services through November 30, 2026.

CEQA: Not a Project

Recommended Action: Approve

- c. Professional Services Agreement with Vasquez & Company LLP for the City's financial auditing services.
CEQA: Not a Project
Recommended Action: Approve
- d. Professional Services Agreement with George Hills Company, Inc. for third-party general liability claims administration services in an amount not to exceed \$215,420 for a five-year term.
CEQA: Not a Project
Recommended Action: Approve
- e. Contract with MDJ Management, LLC for the Library Painting and Carpet Replacement Project in the amount of \$309,724.28, with a 10% contingency.
CEQA: Exempt
Recommended Action: Approve
- f. Purchase Order with One Nation Distribution, LLC for the purchase of one 2026 Ford Maverick in the amount of \$38,557.87.
CEQA: Not a Project
Recommended Action: Approve
- g. Purchase Order with Mountain View Chevrolet for the purchase of one 2026 Chevrolet Silverado 2500HD Service Body Pickup Truck in the amount of \$63,242.51.
CEQA: Not a Project
Recommended Action: Approve
- h. Purchase Order with the City of Glendale's Verdugo Fire Communications Center for the purchase of iPads, Havis mounts, and related mounting components required for the Verdugo Computer Aided Dispatch ("CAD") upgrade, in the amount of \$38,242.
CEQA: Not a Project
Recommended Action: Approve
- i. Purchase Order with SDI Presence LLC for the replacement of a public network firewall and five (5) years of licensing and vendor support in the amount of \$56,500.
CEQA: Not a Project
Recommended Action: Approve
- j. Purchase of ammunition from San Diego Police Equipment Co., Inc. in an amount not to exceed \$122,652.
CEQA: Not a Project

Recommended Action: Waive the Formal Bid Process and Approve

- k. Designation of Voting Delegates for the 2026 League of California Cities Annual Conference.

CEQA: Not a Project

Recommended Action: Designate Council Member Michael Cao as the Voting Delegate and Council Member John Han as the Alternate

Council Member Kwan pulled Item 9.c - Professional Services Agreement with Vasquez & Company LLP for the City's financial auditing services for separate discussion.

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

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

NOES: None

ABSENT: None

Council Member Kwan requested that City Manager Lazzaretto explain why the City is entering into an agreement with Vasquez & Company LLP for the City's financial auditing services.

City Manager Lazzaretto explained that the item is for the City's annual financial auditing services; he stated that on July 21, the City Council considered a similar item and selected Moss, Levy & Hartzheim LLP; however, following its selection, the firm withdrew from the engagement, citing concerns regarding its ability to maintain the appearance and perception of independence based on the discussion during the July 21 meeting; he indicated that the proposals from the original competitive selection process were reevaluated, and that based on the overall assessment, Vasquez & Company LLP was determined to be the next most qualified proposer and submitted the second-lowest priced proposal.

Council Member Kwan stated that she did not accuse Moss, Levy & Hartzheim LLP of any wrongdoing and explained her reasons for supporting a different firm, noting that after 11 years with the same firm, she believed it was healthy and responsible to make a change; and she thanked City Manager Lazzaretto for explaining the process.

Council Member Han explained his reasons for supporting retention of the same auditing firm, expressed disappointment that Moss, Levy & Hartzheim LLP withdrew, and welcomed Vasquez & Company LLP.

Mayor Pro Tem Fu thanked Council Member Han for his comments; expressed disappointment regarding the circumstances that led Moss, Levy & Hartzheim LLP to withdraw and the additional cost associated with selecting Vasquez & Company LLP; and he expressed hope that the new firm would provide the same level of professional service.

In response to Mayor Cheng's inquiries, City Manager Lazzaretto stated that prior to withdrawing, Moss, Levy & Hartzheim LLP offered to meet individually with each Council Member to address any questions or concerns regarding the audit; he indicated that Council Member Kwan declined to meet with the firm; and he noted that the audit is due by the end of the calendar year.

Mayor Cheng spoke about the importance of communicating with firms performing work on the City's behalf regarding any questions or concerns; and he encouraged Council Members to meet with these firms when such offerings are made.

Council Member Kwan clarified that she was informed the meeting with the firm was voluntary; she spoke about the importance of transparency; and she requested that her decision to not meet with the firm not be characterized as wrongdoing.

Council Member Fu stated that he wanted City Manager Lazzaretto to complete his comments.

City Manager Lazzaretto indicated that there is email correspondence he would make available to anyone interested in understanding the nature of his communication with Council Member Kwan regarding the City's auditing firm.

Mayor Cheng clarified that the purpose of the meetings with Moss, Levy & Hartzheim LLP was to address any questions or concerns; and he noted that four Council Members were willing to meet with the firm.

Council Member Han clarified for the record that he did not meet with Moss, Levy & Hartzheim LLP; although a meeting had been scheduled, the firm withdrew prior to the meeting.

Mayor Pro Tem Fu clarified his understanding of the reasons Moss, Levy, & Hartzheim LLP withdrew; and he disputed the characterization that the firm had publicly stated it was unable to independently perform the City's auditing services.

Council Member Kwan questioned whether the firm's decision to withdraw was based on information obtained through its meetings with the four Council Members.

Council Member Cao stated that meetings offered by third-party contractors provide Council Members an opportunity to learn about their work and are voluntary; he clarified that the Council Members did not meet with the firm as a group; and he noted that Moss, Levy & Hartzheim LLP had provided auditing services to the City for 11 years because previous City Councils had continued to approve the firm based on their satisfaction with its services.

Council Member Kwan spoke about the importance of maintaining her independence as a Council Member and asking questions on behalf of taxpayers; she stated that a majority vote does not necessarily mean the best decision was reached; and she requested that her questions and concerns not be minimized.

It was moved by Mayor Pro Tem Fu, seconded by Council Member Cao, and carried on a roll call vote to approve Consent Calendar Item 9.c - Professional Services Agreement with Vasquez & Company LLP for the City's financial auditing services.

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

NOES: None

ABSENT: None

10. CITY MANAGER

a. Report on preparations for projected El Niño winter storms.

CEQA: Not a Project

Recommended Action: Receive and File

Assistant City Manager/Public Works Services Director Cranmer and Fire Chief Suen provided a PowerPoint presentation.

After discussion, the presentation was received and filed by the City Council.

b. Resolution No. 7711 establishing fees for City facility use.

CEQA: Not a Project

Recommended Action: Adopt

Deputy City Manager Bruno presented the Staff Report.

Council Member Kwan inquired whether the proposed fees would apply to the City's Architectural Review Boards ("ARBs") and Homeowners' Associations ("HOAs").

Deputy City Manager Bruno explained that the ARBs and HOAs are separate entities; that the ARBs perform design review services within their respective HOA areas on behalf of the City; and that the proposed fees would not apply to the ARBs because they are performing a City function.

City Manager Lazzaretto further explained that because the ARBs act on behalf of the City, they would not be required to rent City facilities, whereas HOAs are separate from the City and would be subject to the applicable facility rental fees.

City Attorney Maurer clarified that fees are not being waived for the ARBs; he stated that the ARBs are part of the City and the City would not charge itself for use of its facilities.

Council Member Kwan referenced resolutions dating back to 1968 concerning the establishment of the HOAs.

Mayor Pro Tem Fu raised a point of order, stating that the discussion was beyond the scope of the agenda item, and requested that City Attorney Maurer address the issue.

City Attorney Maurer asked Council Member Kwan to clarify her point.

Council Member Kwan referenced an amended resolution from 2012 regarding regulations for HOAs and ARBs; and she stated that the ARBs and HOAs do not operate separately.

Mayor Pro Tem Fu made a motion to table the discussion on the ARB and HOAs, stating that the comments had not been connected to the agenda item concerning use of City facilities.

City Attorney Maurer clarified that the HOAs and ARBs operate separately; that the ARBs were established pursuant to the City's Municipal Code; and he indicated that there was no discrepancy regarding their distinction.

In response to Council Member Han's inquiries, Deputy City Manager Bruno stated that the proposed fees are set at a low-cost recovery level of 0-30% of the City's costs; that the use of the three proposed facilities would be limited to nonprofits and Arcadia-based civic organizations; and that the facilities were being proposed for rental due to increased interest in their use.

City Manager Lazzaretto noted that many of the city facilities identified in the presentation are regularly rented and that staff reviewed rental rates in other cities for comparison.

In response to Council Member Kwan's inquiry, Deputy City Manager Bruno indicated that she did not know all the organizations that currently reserve the facilities identified in the presentation.

Council Member Kwan explained her reasons for supporting a waiver of facility rental fees for HOAs; and she inquired which organizations had requested use of the proposed facilities.

Deputy City Manager Bruno stated that the Downtown Arcadia Improvement Association requested use of the Arcadia Transit Plaza, and that the Lower Rancho Homeowners' Association requested use of the Emergency Operations Center/Community Room.

In response to Council Member Kwan's comments, City Attorney Maurer reiterated that an ARB is a City committee; he explained the distinction between an ARB and an HOA; and he clarified that fees are not being waived for ARBs because they are part of the City.

Deputy City Manager Bruno added that ARB members are required to file an Assuming Office, Leaving Office, and Annual Statement of Economic Interests (Form 700) and complete two hours ethics training every two years, requirements that do not apply to HOA members.

In response to Council Member Cao's inquiries, Deputy City Manager Bruno confirmed that the low-cost recovery is 0-30 %, meaning the City subsidizes approximately 70-100% of the cost of providing the facilities while collecting up to 30% through rental fees.

In response to Mayor Cheng's inquiry, Deputy City Manager Bruno explained that the City Council established the cost recovery levels in 2020 and that the proposed fees are consistent with the cost recovery structure in the existing user fee schedule.

City Manager Lazzaretto explained that the City's general cost recovery approach is for services primarily benefiting an individual user to have a higher level of cost recovery, while services providing broader community benefits, such as recreation classes and programs, generally have lower cost recovery levels.

In response to Mayor Pro Tem Fu's request for clarification, City Manager Lazzaretto confirmed that the matter before the City Council was whether to make the identified City facilities available for rental and whether to impose the proposed fees consistent with the existing fee schedule.

Council Member Kwan reiterated her position that HOAs provide a public function and stated that any facility rental fees imposed should be waived.

Mayor Pro Tem Fu raised a point of order and requested that the City Council find Council Member Kwan out of order; and he requested they proceed with the item.

Council Member Kwan made a motion to adopt Resolution No. 7711 establishing fees for City facility use, with the fees waived for HOAs. The motion failed due to a lack of a second.

It was moved by Council Member Cao, seconded by Mayor Pro Tem Fu, and carried on a roll call vote to adopt Resolution No. 7711 establishing fees for City facility use.

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

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

City Council had nothing to report.

12. REQUEST FOR FUTURE ITEMS

Council Member Kwan requested City Council support to place an item on a future agenda to discuss Flock cameras in the City, with Council Member Han concurring. Sufficient support was not received to place the item on a future agenda.

Council Member Kwan requested City Council support to place an item on a future agenda to discuss conducting an environmental impact study regarding the proposed removal of 34 protected native oak trees at Santan Anita Park for the LA28 Olympic equestrian cross-county course.

City Attorney Maurer advised against placing the item on a future agenda, explaining that it would be problematic to discuss an environmental review without an application on file because the legal determination would be based on the application.

City Manager Lazzaretto stated that because the application had been withdrawn, there was no application to consider and, therefore, no environmental assessment could be conducted at this time; he further noted that if an application is resubmitted, there is a process for determining whether an environmental review would be required.

Council Member Kwan stated that if the application is resubmitted, she would request that item be placed on a future agenda.

Council Member Han requested City Council support to create an Ad Hoc Committee to identify publicly available information, develop key performance indicators, and compare Arcadia with other cities. Mayor Pro Tem Fu and Council Member Cao concurred.

Council Member Cao made a motion to appoint Council Member Han and Mayor Cheng to serve on the Committee. Mayor Cheng concurred.

City Manager Lazzaretto clarified for purposes of the Brown Act, that Mayor Cheng created an Ad Hoc Committee to identify publicly available information, develop key performance indicators, and compare Arcadia with other cities, appointing Council Member Han and himself to serve on the Committee.

City Attorney Maurer confirmed that the formation of the Ad Hoc Committee was permissible under the Brown Act, explaining that an advisory committee composed solely of two council members, is a committee that is not formed by formal action of the City Council.

Council Member Cao inquired whether the November 3 City Council meeting could be cancelled because it falls on Election Day, noting the importance of allowing and encouraging individuals to vote.

City Manager Lazzaretto stated that he has the authority to cancel a City Council meeting if there are no timely matters for consideration, or alternatively, an item could be placed on the next agenda for the City Council to formally cancel the meeting.

Mayor Pro Tem Fu concurred with Council Member Cao's request and asked that an item be placed on the next agenda to formally cancel the November 3 City Council meeting. Mayor Cheng concurred.

13. ADJOURNMENT

The City Council adjourned at 9:51 p.m. to Tuesday, October 6, 2026, at 6:00 p.m., in the City Council Chambers.



Linda Rodriguez
City Clerk



CITY OF ARCADIA

STAFF REPORT

OFFICE OF THE CITY ATTORNEY

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Michael J. Maurer, City Attorney
By: Linda Rodriguez, City Clerk

SUBJECT: RESOLUTION NO. 7714 APPROVING AND ADOPTING AN AMENDED
CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM
ACT OF 1974
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

The Political Reform Act of 1974 (Government Code Section 81000, et seq.) requires every local agency to review its Conflict of Interest Code (the “Code”) biennially to determine whether the Code remains accurate and up-to-date or requires amendments.

As part of the City’s biennial review, amendments to the Code have been identified as necessary to ensure it accurately reflects the City’s current organizational structure and designated positions. It is recommended that the City Council adopt Resolution No. 7714, approving and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

BACKGROUND

The Political Reform Act (the “Act”) requires all public agencies to adopt and maintain a Conflict of Interest Code that establishes the rules for disclosure of personal assets and prohibits public officials from making or participating in governmental decisions that may affect personal assets. The Conflict of Interest Code must specifically designate all agency positions that make or participate in the making of decisions

and assign specific types of personal assets to be disclosed, which may be affected by the exercise of powers and duties of that particular position.

The Act further requires that an agency regularly review and update its Code, as necessary, when directed by the code-reviewing body or when change is necessitated by different circumstances (Sections 87306 and 87306.5).

Pursuant to the Act, the City adopted a Conflict of Interest Code that was last amended and approved by the City Council on October 4, 2022. As the City's code-reviewing body, the City Council is responsible for approving amendments to the Code. Staff has reviewed the Code and has determined that amendments are necessary to designate new positions, revise disclosure categories and titles of existing positions, and remove the titles of positions that have been abolished and/or no longer participate in or make governmental decisions.

Government Code Section 87303 provides that no code or amendment to a code shall be effective until it has been approved by the code-reviewing body. Attached is a redline version of Arcadia's proposed Conflict of Interest Code.

DISCUSSION

While the majority of the positions listed the Code remain accurate, the Code must be amended to: (1) include new positions to be designated; (2) revise the titles of existing positions; (3) delete titles that have been abolished; and/or (4) remove titles that no longer make or participate in governmental decision-making. Attached to Resolution No. 7414 is a redline version of the proposed amended Conflict of Interest Code showing the revisions to be made.

Government Code Section 87303 provides that no Code or amendment to a Conflict of Interest Code shall be effective until it has been approved by the code-reviewing body. City Council's adoption of Resolution No. 7714 would satisfy this requirement.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no fiscal impact as a result of adopting the proposed resolution.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7714 approving and adopting an amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", is written over a horizontal line.

Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7714

RESOLUTION NO. 7714

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, APPROVING AND ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000, et seq. (the "Act"), which contains provisions relating to conflicts of interest governing officers, employees and consultants of the City of Arcadia (the "City"), and which requires all public agencies to adopt and promulgate a conflict of interest code; and

WHEREAS, the City Council has adopted a Conflict of Interest Code (the "Code") which was most recently amended on October 16, 2024, in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the City have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update the City's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are significant and may include criminal and civil liability, as well as equitable relief which could result in the City being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, a public meeting was held regarding the proposed amended Code at a regular meeting of the City Council on October 6, 2026, at which all persons present were given an opportunity to be heard on the proposed amended Code.

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

SECTION 1. The City Council does hereby approve and adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and which shall remain on file with the City Clerk and which shall remain available to the public for inspection and copying during regular business hours.

SECTION 2. The said amended Conflict of Interest Code shall become effective immediately upon its adoption and approval.

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

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 6th day of October, 2026.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

A handwritten signature in blue ink, appearing to read "M. J. Maurer", is written over a horizontal line.

Michael J. Maurer
City Attorney

CONFLICT OF INTEREST CODE FOR THE **CITY OF ARCADIA**

(Amended ~~October 16, 2024~~ October 6, 2026)

The Political Reform Act (Government Code ~~§-Section~~ 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 California Code Regulations ~~§-Section~~ 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **City of Arcadia** (the "**City**").

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney and the City Treasurer, shall electronically file their **annual** statements of economic interests directly with the Fair Political Practices Commission. All other officials and designated positions required to submit a statement of economic interests shall file their statements with the **Assistant City Clerk** as the City's Filing Officer. The **Assistant City Clerk** shall retain the originals of the statements filed by all other designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

All officials and designated positions required to submit a statement of economic interests shall receive ethics training as required pursuant to Government Code section 53235 (AB 1234). The City's Filing Officer shall annually provide all filers with information on training available to meet the requirements of Section 53235, and maintain required records indicating the dates that filers satisfied the training requirements and the entity that provided the training. These records shall be retained for five years after the date of training and are public records subject to disclosure under the California Public Records Act. (Gov. Code § 53235.2.)

APPENDIX

CONFLICT OF INTEREST CODE OF THE CITY OF ARCADIA

(Amended ~~October 16, 2024~~ October 6, 2026)

PART “A”

The Mayor, Members of the City Council and Planning Commission, the City Manager, the City Attorney, the City Treasurer, and all Other City Officials who manage public investments as defined by 2 Cal. Code of Regs. § 18700.3(b), are NOT subject to the City’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Other City Officials who manage public investments¹. These positions are listed here for informational purposes only.

Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

GOVERNED BY THE CONFLICT OF INTEREST CODE

DESIGNATED POSITIONS' TITLE OR FUNCTION

DISCLOSURE CATEGORIES ASSIGNED

Accounting Supervisor	5
Administrative Assistant, Sr. (ALL)	5
Administrative Services Director	4
Assistant City Manager/Development Services Director	1, 2
<u>Assistant City Manager/Public Works Services Director</u>	<u>CAT 1, 2</u>
Assistant Engineer (ALL)	2, 3, 6
Assistant Planner	2, 3, 5, 6
Assistant/Deputy City Clerk	5
Associate Civil Engineer (ALL)	2, 3, 5
Associate Planner	2, 3, 5, 6
Building Inspector (ALL)	2, 3, 5, 6
Building Maintenance Crew Supervisor	5
Building Official	2, 3, 5, 6
Building Technician (ALL)	5
Business License Officer	6
Chief of Police <u>Chief</u>	5, 6
City Attorney (not filing under Gov. Code §87200)	1, 2
City Clerk	5
City Engineer	2, 3, 5

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

City Engineer/Deputy Public Works Director

1, 2

Code Services Supervisor

5, 6

Code Services Officer (ALL)

5, 6

Communications and Engagement Officer

5

Communications and Marketing Specialist (ALL)

5

Deputy City Manager

5

Deputy Director of Development Services/~~City Engineer~~

1, 2

Deputy Director of Recreation and Community Services

2, 5

Deputy Fire Chief

2, 3, 5, 6

Deputy Public Works Services Director

1, 2

Deputy Public Works Services Director – Administration

1, 2

Director of Human Resources

5

Director of Library and Museum Services

5

Director of Recreation and Community Services

2, 3, 5

Economic Development Manager

1, 2

Engineering Assistant (ALL)

3, 6

Environmental Services Officer

2, 5, 6

~~Fire Administrative Specialist~~ Office Coordinator

5

Fire Battalion Chief (ALL)

5

Fire Captain

5, 6

Fire Chief

2, 3, 5, 6

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Fire ~~Inspector~~ Prevention Specialist/Senior Fire Prevention Specialist 5, 6

Fire Marshal 5, 6

General Services Superintendent 5

Historical Museum Curator 5

Human Resources Administrator 5

Human Resources Analyst (ALL) 5

Human Resources Associate 5

Human Resources Manager 5

Human Resources Technician 5

Information Systems Manager 5

Library Services Manager (ALL) 5

Maintenance Contract Officer 5

Management Aide 5

Management Analyst (ALL) 5

Planning Services Manager 2, 3, 5, 6

Plans Examiner (ALL) 2, 3, 5, 6

Police Captain (ALL) 5, 6

Police Lieutenant (ALL) 5, 6

Police Records Manager 5

Principal Civil Engineer 1, 2

Principal Librarian (ALL) 5

DESIGNATED POSITIONS'
TITLE OR FUNCTION

DISCLOSURE CATEGORIES
ASSIGNED

Project Manager

2, 3, 5, 6

Public Works Customer Service/Administrative Supervisor

5

Public Works Coordinator

5, 6

Public Works Inspector

2, 3, 6

Public Works Services Director

1, 2

Purchasing Officer

4

Recreation Coordinator

5

Recreation Supervisor

5

Revenue Collection Specialist

1, 2

Senior Accountant

5

Senior Citizens Program Specialist

5

Senior Civil Engineer

2, 3, 5, 6

Senior Planner

2, 3, 5, 6

Storekeeper/Buyer

5

Streets Superintendent

5

Transportation Services Manager

5

Utilities Manager

2, 3, 5, 6

Utilities Superintendent

2, 3, 5, 6

Water Quality/Backflow Inspector

5

MEMBERS OF BOARDS,
COMMISSIONS AND COMMITTEES

Homeowners Assn. Architectural Review Board

1, 2

<u>DESIGNATED POSITIONS'</u> <u>TITLE OR FUNCTION</u>	<u>DISCLOSURE CATEGORIES</u> <u>ASSIGNED</u>
Library Board of Trustees	2, 3, 5
Consultants and New Positions ²	

² Individuals serving as a consultant as defined in FPPC Reg 18700.3(a) or in a new position created since this Code was last approved that makes or participates in making decisions must file statements pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which the designated is assigned.³ ~~“Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and~~ Such economic interests are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the City.

Category 1: All investments, ~~and~~ business positions in business entities, and sources of income, ~~(including receipt of~~ gifts, loans and travel payments), that are located in, do business in or own real property within the jurisdiction of the City.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments, ~~and~~ business positions in business entities, and sources of income, ~~(including receipt of~~ gifts, loans and travel payments), that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City.

Category 4: All investments, ~~and~~ business positions in business entities, and sources of income, ~~(including receipt of~~ gifts, loans and travel payments), that provide services ~~(including training or consulting services)~~, products, materials, machinery, vehicles or equipment of ~~a the~~ type purchased or leased by the City.

Category 5: All investments, ~~and~~ business positions in business entities, and sources of income, ~~(including receipt of~~ gifts, loans and travel payments), that provide services ~~(including training or consulting services)~~, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments, ~~and~~ business positions in business entities, and sources of income, ~~(including receipt of~~ gifts, loans and travel payments), subject to the regulatory, permit, or licensing authority of the designated position’s department, unit or division.

³ This Conflict of Interest Code does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions of the position. (Reg. 18730.1)



CITY OF ARCADIA

STAFF REPORT

OFFICE OF THE CITY MANAGER

DATE: October 6, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: CANCELLATION OF THE NOVEMBER 3, 2026, REGULAR CITY COUNCIL MEETING
CEQA: Not a Project
Recommendation: Approve

SUMMARY

Under the Arcadia City Charter, the City Council shall hold regular meetings twice each month, unless otherwise canceled. Due to the lack of agenda items, and to encourage voting in the November 3 General Municipal Election, it is recommended that the City Council cancel the November 3, 2026, Regular City Council Meeting.

DISCUSSION

Within the limits of the Arcadia City Charter, regular meetings of the City Council shall be held at least twice a month, unless otherwise canceled. Regular meetings are scheduled for the first and third Tuesday of each month, except for the first Tuesday in January, July, and August. In October 2021, the City Council approved the standing cancellation of the first regular meeting in January, July, and August to accommodate holiday and summer travel schedules.

A General Municipal Election will also be held on Tuesday, November 3, 2026, to elect City Council Members for Districts 2, 3, and 5. Election Day is Tuesday, November 3, and in-person voting and ballot drop-off locations will close at 8:00 p.m.

Given that no significant items are scheduled for the November 3 regular meeting, and in consideration of Election Day activities, it is recommended that the November 3, 2026, Regular City Council Meeting be canceled.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There are minor staff and contract service costs associated with the live streaming and recording of regular City Council meetings. The cancellation of one City Council meeting is expected to result in approximately \$1,500 in direct savings.

RECOMMENDATION

It is recommended that the City Council determine this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve the cancellation of the November 3, 2026, Regular City Council Meeting.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", written over a horizontal line.

Dominic Lazzaretto
City Manager



PUBLIC WORKS SERVICES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Assistant City Manager/Public Works Services Director
By: Carmen Masud, Deputy Public Works Services Director

SUBJECT: AUTHORIZE PAYMENT TO THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY FOR ARCADIA'S COST SHARE OF THE FIFTH AMENDMENT TO THE CURRENT WATERSHED MANAGEMENT PROGRAM AGREEMENT WITH CRAFTWATER ENGINEERING, INC. FOR MULTI-BENEFIT STORMWATER PROJECT CONCEPT REPORTS IN THE AMOUNT OF \$64,824.02

CEQA: Not a Project
Recommendation: Approve

SUMMARY

To comply with state mandated stormwater requirements, the City of Arcadia became a member of the Rio Hondo/San Gabriel River Watershed Management ("RH/SGRWM") Joint Powers Authority ("JPA"), which is comprised of the Cities of Arcadia, Bradbury, Duarte, Monrovia, and Sierra Madre.

Prior to the formation of the JPA, the City of Arcadia was responsible for processing invoices and making payments to consultants for the development of multi-benefit stormwater projects on behalf of the participating member agencies. Following the formation of the RH/SGRWM JPA, the JPA assumed responsibility for the financial administration of these projects. Accordingly, the City of Arcadia is no longer responsible for processing consultant payments and is required to remit its respective cost-share contribution directly to the JPA.

It is recommended that the City Council authorize payment to the RH/SGRWM JPA, representing the City of Arcadia's cost-share contribution toward the fifth amendment to the current Watershed Management Program agreement with

Craftwater Engineering, Inc. for the preparation of multi-benefit stormwater project concept reports, in the amount of \$64,824.02.

BACKGROUND

In 2012, the Los Angeles Region Water Quality Control Board adopted the National Pollutant Discharge Elimination System (“NPDES”) Municipal Separate Storm Sewer System Permit (“MS4 Permit”), establishing waste discharge requirements for stormwater and non-stormwater discharges within the watersheds of Los Angeles County. The MS4 Permit provides permittees with flexibility to achieve compliance over time through the development and implementation of a Watershed Management Program (“WMP”) at the watershed scale. The WMP framework allows participating agencies to implement customized strategies, control measures, and Best Management Practices (“BMPs”) designed to address watershed-specific water quality priorities and achieve the requirements of the MS4 Permit.

In 2013, the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, together with the County of Los Angeles and Los Angeles County Flood Control District, formed the Rio Hondo/San Gabriel River Water Quality Group (“Group”) to fulfill the requirements of the Los Angeles County MS4 Permit. The Group established an Oversight Committee consisting of City Managers or their designated staff, from each participating city to provide guidance and oversight of the program. A Memorandum of Understanding (“MOU”) was executed by all agencies for cost sharing, the development of the WMP, and the Coordinated Integrated Monitoring Plan (“CIMP”) for the Rio Hondo/San Gabriel River watersheds.

During the initial formation of the Group, the City of Arcadia took the lead on management of membership payments and consultant contracts for the Group and its projects, including the CIMP and WMP development. This meant that Arcadia collected the annual membership payments from participating cities and used the funds to pay for the Group’s contracts, which were also administered by the City of Arcadia.

On May 17, 2022, the City Council authorized the City of Arcadia to participate in a JPA with the cities of Bradbury, Duarte, Monrovia, and Sierra Madre to create the RH/SGRWM JPA. Due to policy limitations, the County of Los Angeles and the Los Angeles County Flood Control District could not be a participant in the JPA; however, both entities continue to enter into project-specific cost-share agreements with the

JPA. With the formation of the JPA complete, responsibility for managing membership payments and consultant contracts for the RH/SGRWM JPA has transitioned to the JPA.

DISCUSSION

In July 2020, the City of Arcadia, serving as the lead agency for the consultant agreements, entered into an agreement with Craftwater Engineering, Inc. to prepare multi-benefit stormwater project concept reports for the Rio Hondo/San Gabriel River Water Quality Group. The agreement was amended in April 2021 to revise the scope of services, and again, in July 2022, to further modify the scope and extend the term through July 20, 2024. Following formation of the RH/SGRWM JPA, responsibility for the agreement was transferred from the City of Arcadia to the JPA, with Craftwater Engineering, Inc.'s consent.

A third amendment, executed in July 2024, revised the scope of work to include updating the Watershed Management Plan ("WMP") consistent with the Adaptive Management Process under the Los Angeles Regional MS4 Permit, and extended the agreement term. A fourth amendment, executed in July 2025, incorporated necessary revisions to the multi-benefit project concepts, removed completed or no-longer-needed work, and adjusted budget line items to reflect the revised scope, with no change to the overall contract amount.

The current WMP agreement requires a fifth amendment to continue consultant support. The proposed amendment will allow Craftwater Engineering, Inc. to apply tools developed through the most recent Reasonable Assurance Analysis update, helping ensure compliance pathways remain aligned with the implementation program and WMP targets.

On April 15, 2026, the RH/SGRWM JPA presented the proposed fifth amendment to the RH/SGRWM Authority Board. The Board unanimously approved a motion authorizing the fifth amendment for continued WMP support.

With upcoming final compliance deadlines for the San Gabriel River and Los Angeles River, the fifth amendment will enable Craftwater Engineering, Inc. to support the development of a decision matrix, evaluating the advantages and disadvantages of pursuing a Time Schedule Order to extend compliance timelines, incorporate current WMP implementation progress, and coordinate with Regional Board staff.

ENVIRONMENTAL ANALYSIS

The proposed action of authorizing a payment to the RH/SGRWM JPA does not constitute a project under the California Environmental Quality Act ("CEQA"), as it can be seen with certainty that it will have no impact on the environment. Any environmental reviews that might be necessary would be overseen by the JPA, acting as the lead agency for all efforts of the RH/SGRWM JPA.

FISCAL IMPACT

The City of Arcadia's cost share for the fifth amendment with Craftwater Engineering, Inc. is \$64,824.02. Safe Clean Water Program ("Measure W") Funds in the amount of \$70,000 are budgeted in the Fiscal Year 2026-27 Capital Improvement Program ("CIP") for the fifth amendment to the current WMP agreement.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and authorize payment to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority for Arcadia's cost share of the fifth amendment to the current Watershed Management Program agreement with Craftwater Engineering, Inc. for multi-benefit stormwater project concept reports in the amount of \$64,824.02

Approved:

A handwritten signature in blue ink, appearing to read "Paul Lazzaretto", is written over a horizontal line.

Dominic Lazzaretto
City Manager



HUMAN RESOURCES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Sairy Stepanian, Acting Human Resources Director

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH BAKER TILLY FOR A TOTAL COMPENSATION STUDY IN THE AMOUNT OF \$54,400, WITH AN ADDITIONAL \$15,600 FOR CONTINGENCY WORK ARISING OUT OF THE SURVEY PROCESS

CEQA: Not a Project

Recommendation: Approve

SUMMARY

The Human Resources Department issued a Request for Proposals (“RFP”) to conduct a Total Compensation Study, which will be used to evaluate the City’s compensation structure and assess how it compares with the regional market for similar public sector positions. A Total Compensation Study evaluates base salary, specialty pay, and benefits to provide a comprehensive assessment of the City’s overall compensation package.

The City received seven (7) proposals and interviewed the top three (3) consulting firms, all of whom were deemed qualified to complete the study; however, the proposed cost, experience, and methodical approach proposed by Baker Tilly would best fit the City’s needs at this time.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Baker Tilly for a Total Compensation Study in the amount of \$54,400, and to authorize an additional \$15,600 for contingencies.

BACKGROUND

A Total Compensation Study is typically conducted to gather market information and assess an organization's competitive position relative to other employers. This study provides valuable data to assist the City in evaluating its compensation practices and making informed decisions regarding employee recruitment and retention. Additionally, an objective, data-driven overview of the labor-market is important to have before making compensation decisions in relation to bargaining proposals.

The City completed its most recent Total Compensation Study in 2024. Since then, the employment market has continued to evolve, including changes in salaries, benefits, and competition for qualified candidates. Periodic review of compensation data allows the City to assess its market position and determine whether existing compensation practices remain competitive and appropriately aligned with the City's organizational needs.

Obtaining current market data through this study will provide an important resource for evaluating employee compensation and informing future decisions. Accordingly, the City seeks to engage a qualified consultant to conduct an updated Total Compensation Study.

DISCUSSION

In preparation for upcoming labor negotiations, a comprehensive compensation study is being proposed to provide the City with current data regarding its overall compensation position relative to comparable public agencies. The Study will evaluate base salaries, benefits, and other forms of compensation, thereby providing a more complete view of the City's competitive position within the applicable labor market.

The results of the study will serve as an important tool in preparing for the collective bargaining process by establishing a data-driven framework for compensation proposals, identifying potential recruitment and retention needs, and assessing areas in which the City's compensation practices may be above, below, or consistent with the market. With this information, the City can develop informed bargaining strategies and evaluate compensation adjustments in consideration of both market competitiveness and long-term fiscal sustainability.

The RFP sought proposals from qualified consultants who will assist the City in reviewing existing job descriptions and compensation systems, analyzing job duties, identifying market pay for select positions, identifying the market value of an employee benefits package, and providing a market analysis of the total compensation, including salary and benefits.

A total of seven (7) qualified proposals were received, with the complete list of proposers shown below:

Consulting Firm	Total Project Cost
Muchmore Than Consulting	\$349,050
Gallagher & Co.	\$145,200
MGT Solutions	\$133,200
Uncomplicate HR	\$82,750
Public Sector Personnel Consultants	\$55,000
Baker Tilly	\$54,400
Evergreen Solutions	\$42,500

All proposals were evaluated based on the criteria established in the RFP. Following a comprehensive review process, three (3) proposals were selected to move forward to the interview process: Public Sector Personnel Consultants, Baker Tilly, and Evergreen Solutions. The rates shown in the table above are based on the total estimated project cost.

Following interviews with the three firms, Baker Tilly was identified as the most qualified firm to perform the study. Baker Tilly was selected based on the strength and completeness of their proposal, breadth of experience, demonstrated public sector experience, approach, and overall pricing structure.

Baker Tilly has been in operation for over 90 years with a team of 350 professionals, the firm provides services to more than 4,200 state and local government entities across the country. The firm's services include human resources and management consulting, including compensation plan implementation, employee opinion surveys, employee pay equity testing, Fair Labor Standards Act ("FLSA") review, job architecture/career ladder development, job description development, job evaluation and analysis, pay and benefits market studies, pay equity compliance, pay policy and practices, pay structure design, and performance management.

The proposed cost from Baker Tilly includes project initiation and stakeholder meeting; total compensation market study across comparable agencies; compression analysis, cost modeling, and administration; and project completion and presentation. While the total project cost is \$54,400, it is recommended that contingency funding be authorized to allow for additional work that may result from the study. The contingency work may include additional peer agencies or benchmarks, more pay structures or implementation scenarios, and/or additional reports or meetings beyond what is estimated for project completion. The requested \$15,600 contingency is available within the Human Resources Department budget and will only be used if the City authorizes additional work beyond the scope of the proposed agreement.

The compensation study will consist of four (4) phases:

- Project Initiation:
 - Project planning, data collection, review of current state, communication meetings, and job evaluation.
- Total Compensation Market Study:
 - Benchmark position identification, public peer organization identification, quality control, data adjustments, market reports, benefit comparison, pay strategy and design, and grade assignments.
- Compression Analysis, Cost Modeling, and Administration:
 - Pay compression and compaction analysis, employee allocation and cost modeling, administration guidelines, and communication plan.
- Project Completion:
 - Final documentation and key findings, final communication and presentation.

The approach Baker Tilly uses to conduct a Total Compensation Study is customized to the specific needs and objectives of their clients. Baker Tilly's overall cost proposal is in the lower range and provides the best overall value to the City based on the firm's qualifications, relevant public-sector experience—including experience with public agencies contracted with California Public Employees' Retirement System ("CalPERS")—proposed methodology, and demonstrated understanding of the City's objectives. Furthermore, Baker Tilly's approach is collaborative, flexible, and customizable to their client's needs. Additionally, Baker Tilly implements quality assurance protocols, including the use of Certified Compensation Professionals and

Analysts, to ensure the integrity and accuracy of the produced data and analysis. With their extensive experience with public agencies and the overall quality of their proposal, it is recommended that Baker Tilly be awarded the Professional Services Agreement.

Utilizing an independent consultant to conduct the study will provide an objective and consistent methodology for evaluating compensation data. The resulting analysis will support informed decision-making and provide a defensible, objective foundation for evaluating compensation matters during the upcoming labor negotiations.

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 cost to conduct the Total Compensation Study is \$54,400. An additional \$15,600 is requested as contingency funding for additional work that may arise from the study, as referenced above. Sufficient funds have been budgeted in the Human Resources Department's Fiscal Year 2026-27 Operating Budget to cover the total authorized amount of \$70,000.

RECOMMENDATION

It is recommended that the City Council determine that these actions do 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 Baker Tilly for a Total Compensation Study in the amount of \$54,400, and authorize an additional \$15,600 for contingency work that may arise during the survey process and study.

Professional Services Agreements for Total Compensation Study

October 6, 2026

Page 6 of 6

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", written over a horizontal line.

Dominic Lazzaretto

City Manager

Attachment: Proposed Professional Services Agreement with Baker Tilly

CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
TOTAL COMPENSATION STUDY

This Agreement is made and entered into as of October 7, 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 Baker Tilly US, a Limited Liability Partnership with its principal place of business at 205 N Michigan Ave, Chicago, IL 60601 (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:

Total Compensation Study (hereinafter referred to as "the Project").

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

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

AGREEMENT

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Services.

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

2. Compensation.

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

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$70,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

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. Term.

The term of this Agreement shall be from October 7, 2026 to January 5, 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 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
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 Jada Kent 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

CONSULTANT:

Baker Tilly US, LLP

205 North Michigan Avenue

Chicago, IL 60601

Attn: Sairy Stepanian, Human Resources

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 BAKER TILLY US, LLP**

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

CITY OF ARCADIA

BAKER TILLY US, LLP

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Michael Maurer
City Attorney

Its: _____

Printed Name

EXHIBIT A
Scope of Services

DRAFT

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.

DRAFT

EXHIBIT C

Activity Schedule

DRAFT

DRAFT

August 24, 2026

City of Arcadia, CA

Proposal to conduct an informational total compensation study

To conquer a challenging landscape, you have to understand it. Explore total compensation solutions that check all the boxes on the way to addressing the needs of your community.

Executive Summary

Baker Tilly appreciates the opportunity to provide the City of Arcadia with a tailored approach to its Total Compensation Study. Through our extensive experience providing human resources consulting services to public sector clients nationwide, we are well qualified to assist the City in evaluating its current compensation program and developing recommendations that support internal equity, external competitiveness and the City's ability to attract and retain qualified talent.

Our team has been providing human resources and management consulting services for more than 30 years and has conducted hundreds of compensation studies for state and local government organizations. Our specific experience includes pay and benefits market studies across the State of California, pay structure design, compensation plan implementation, job evaluation and analysis, and pay policy and practices. Baker Tilly's public sector focus means the City will be served by professionals who understand the unique compensation, benefits and workforce considerations facing governmental organizations in your region.

For the City of Arcadia, Baker Tilly will conduct a comprehensive review of the City's compensation program, including base salary, special pays and benefits. We will work with the City to establish appropriate public peer organizations, collect and analyze market data, evaluate the competitiveness of the City's current salary ranges and benefits offerings, identify potential pay compression or compaction issues, and provide options for appropriate wage and salary ranges. Our benefits comparison will include employer-paid retirement contributions, longevity and certification pay, educational incentives, specialty and standby/call-back pay, insurance contributions and leave benefits to support a complete analysis of total compensation.

Our approach is highly collaborative. We will work closely with the City's project team throughout the engagement to establish the project plan, collect and review necessary information, evaluate preliminary results and confirm the direction of the study. Our recommendations will be data-driven, and our quality assurance protocols are designed to safeguard the integrity of the market data and analysis. Baker Tilly takes pride in providing sound results and recommendations that are fair, defensible and practical for the organizations we serve.

The City will also benefit from Baker Tilly's experience serving California public agencies, including recent work for the cities of Laguna Beach, Hollister, Paso Robles, Vernon and other California organizations, as well as our familiarity with public safety positions and CalPERS-related considerations. Our Southern California offices provide a local presence, while our national compensation practice gives the City access to experienced compensation professionals and resources from across the firm.

We look forward to partnering with the City of Arcadia to provide a reliable and comprehensive assessment of its total compensation program and practical recommendations that align with the City's organizational needs, market conditions, budget and long-term workforce objectives. If you have any questions or require additional information, please contact me by phone at +1 (972) 748 0514 or via email at jada.kent@bakertilly.com.

Sincerely,

A handwritten signature in black ink that reads "Jada Kent". The signature is fluid and cursive, with the first name "Jada" being more prominent than the last name "Kent".

Jada Kent, CCP, CLRP, Managing Director | Practice Leader
+1 (940) 748 0514 | jada.kent@bakertilly.com

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Statement of Understanding

Baker Tilly understands that the City of Arcadia is seeking an informational total compensation study that evaluates base salary, special pays and benefits; assesses internal and external equity; identifies potential pay compression; and provides appropriate wage/salary range options for City positions. Our proposed scope and methodology have been developed to address these objectives and the requirements set forth in the City's RFP. Baker Tilly believes it is well qualified to perform these services based on our extensive experience conducting compensation and total rewards studies for California municipal organizations, including our experience with CalPERS and public safety positions.

Baker Tilly confirms that this proposal constitutes a firm and irrevocable offer, subject to specific requested modifications to the City's Professional Services Agreement as identified in this proposal.

About Baker Tilly

We are a top-ten advisory, tax and assurance firm dedicated to customized business solutions that generate and sustain growth. We lead with purpose and walk with you every step of your journey.

What We Stand For	Forward is the only direction we know. - Protecting your value means helping you navigate regulatory requirements, identifying and mitigating risk, and improving the way you work. - We make your business our business — and we're alongside you through the crests and valleys.
Who We Are	Passionate. Curious. Driven. - Our professionals, who hail from coast to coast and around the world, bring diverse perspectives, experiences and points of view to help you discover what's possible. - As Value Architects™, we draw upon our natural sense of curiosity to uncover new opportunities with our clients and build new blueprints for success.
Our Journey	Honoring our roots. Shaping our future. - Our firm was born in 1931 in Waterloo, Wisconsin, at the height of the Great Depression. Ed Virchow started our business by providing audits to the Midwestern canning companies that helped feed our nation. - Since then, we have combined with more than 50 different firms, growing our presence coast to coast and internationally. - Our journey has taken us from a local to a regional to a global firm — building on our culture of passion, innovation and collaboration and always searching for the next best way to work, serve and connect.

On June 3, 2025, Baker Tilly and Moss Adams combined to redefine advisory and accounting services for our clients. Our unified firm operates under the Baker Tilly name, forming a leading firm positioned to help the middle market navigate an increasingly complex environment. Our combination multiplies the value we can deliver through a shared people-first culture, client-centric service model and steadfast commitment to quality. We didn't merge to be bigger. We merged to be better.



Industry & Service Specialization

We've been advising public sector organizations for 90+ years and are one of the few advisory, tax and assurance firms with a practice dedicated entirely to serving governmental clients.

Unlike many other firms, Baker Tilly is organized by sector, not service line. What does this mean for your organization? It means you will be served by a government-focused team of professionals with specialized skills and experience in the services provided. Nationwide, our public sector practice includes more than 350 professionals providing services for more than 4,200 state and local government entities.



Further, Baker Tilly has been providing human resources and management consulting services for more than 30 years.¹ Our specific compensation-related services include:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Compensation plan implementation • Employee opinion survey • Employee pay equity testing (gender, race, and age) • Fair Labor Standards Act (FLSA) review • Job architecture / career ladder development | <ul style="list-style-type: none"> • Job description development • Job evaluation and analysis • Pay and benefits market studies • Pay equity compliance • Pay policy and practices • Pay structure design • Performance management |
|--|--|

While our practice has evolved over the years to stay aligned with trends and regulations, it has always remained focused on serving public sector clients. Here are some examples of the types of organizations we commonly work with:

- | | |
|---|--|
| <ul style="list-style-type: none"> • State, county, or municipal • Bridge, tunnel, or tollway • Education (K-12, higher education, libraries) • Healthcare (health, hospital) • Housing or community development • Not-for-profit | <ul style="list-style-type: none"> • Parks and recreation • Public safety (fire protection, emergency services, corrections) • Transportation (airport, mass transit, parking, port) • Tribal government • Utilities (electric, gas, sewer, solid waste, water) |
|---|--|

¹ Prior to our combination with Baker Tilly in 2019, our team provided human resources-related services as Springsted Inc. (based in Minnesota) and as Waters Consulting (based in Texas) prior to 2014.

Our Team

Baker Tilly's public sector compensation practice operates as an integrated national team, allowing us to assemble professionals based on the expertise and experience best suited to each engagement. Our team routinely serves public sector clients virtually across the country and will be available for on-site meetings and presentations in Arcadia as needed.

Madeline Scott (Manager) will serve as Project Manager and the City's primary point of contact, coordinating the Baker Tilly team, maintaining regular communication with Human Resources and monitoring project progress. Below is more information on our compensation professionals:

	Jada Kent, CCP, CLRP Managing Director Jada leads the compensation consulting practice within Baker Tilly's public sector advisory group and has been with the firm since 2015. She has more than 10 years of experience providing consulting services to local governments nationwide. Jada is focused on providing a variety of services related to job classification, base pay market analysis, pay plan development, FLSA review, benefits comparative analysis, pay policy recommendations, compensation philosophy design, and strategic compensation communication and change management. She has earned a Master of Legal Studies from Texas A&M School of Law and a Master of Public Affairs from the University of Texas at Dallas. She is a member of the North Texas Compensation Association, a Certified Compensation Professional, and a Certified Labor Relations Professional through National PELRA.
	Jessie Lenhardt, PMP Senior Manager Jessie specializes in helping clients in the public sector achieve their organizational development goals. Her experience includes strategic planning, succession planning, process enhancement, evaluations of organizational and operational efficiency, compensation benchmarking, and assessments of structure and staffing. Jessie's approach is grounded in a deep understanding of the dynamics that shape effective organizations, and she brings a unique blend of strategic thinking and operational acumen to each engagement. She holds a Master's in organizational leadership from Gonzaga University, is a Project Management Professional (PMP), and is in progress to obtain a Certified Compensation Professional (CCP) designation.
	Sarah Towne, CCA Senior Manager Sarah is a senior manager with a background in higher education, local government and human resources management. Sarah is experienced in leading classification and compensation projects, including job evaluation, compensation benchmarking, pay structure design, career ladder development, FLSA review, benefits and total compensation analysis, implementation strategy, job descriptions, and pay policy development. Sarah has additionally served as an adjunct faculty member and course coordinator for the online MPA program at the University of North Carolina's School of Government for 10 years. She is a member of the Southeastern Conference for Public Administration and has served on the Personnel Administration and Labor Relations board of the American Society for Public Administration. She earned a Master of Public Administration from Appalachian State University and pursued her doctoral studies in Public Administration at American University in Washington, DC. Sarah is a Certified Compensation Analyst (CCA) from the Compensation Analyst Academy.

	Emily Hayes, CIA Manager Emily has more than 14 years of experience in a diverse range of roles delivering a broad array of consulting, internal audit and in-depth research services. Her passion is helping clients identify, evaluate and implement opportunities for improvement through strategic, operational and risk management consulting services. Emily's background in research and information management drives her commitment to connecting clients with meaningful, actionable information in every engagement. Emily has led the delivery of targeted research and analysis services, including financial, operational and compensation benchmarking; economic, industry and market analysis; the development and administration of surveys; and the development and tracking of performance measures. She holds a Master in Information Science from the University of Washington and is a Certified Internal Auditor.
	Madeline Scott, CCP Manager Madeline brings a decade of experience in data analysis, human resources and compensation in the public sector. For the State of Colorado, she led a high-performing compensation team responsible for daily operations, executive compensation and strategic initiatives that advanced pay equity and transparency in her agency. Her work included leading agency-wide pay equity audits, developing data-driven compensation systems and ensuring compliance with overlapping laws, rules and regulations. Madeline has managed complex compensation strategy and process innovations, including implementing HR data systems to streamline equitable pay decisions. She is recognized for developing inclusive systems that foster transparency and informed decision making. At Baker Tilly, Madeline collaborates closely with clients to design tailored solutions grounded in data, compliance and best practices aligned with each organization's mission and values. She earned a Master's of Infrastructure Planning & Management, a Bachelor of Science in physics from the University of Washington and is a Certified Compensation Professional (CCP).
	Marti Gregory, CCA Senior Consultant Marti is a consultant with a background in local government and higher education. She has over 7 years of experience in human resources, with a focus on public sector recruitment and selection. Marti provides project support by facilitating the employee questionnaire process, conducting job evaluation, developing job descriptions, conducting pay and benefits surveys, and related project reporting. Prior to joining Baker Tilly, Marti was a human resources analyst for the City of Pasadena. Additionally, Marti has served in human resources roles for MiraCosta Community College and the Anaheim Union High School District. Marti earned a Bachelor in Economics from Spelman College, a Master of Arts in Management from Wake Forest University and is a Certified Compensation Analyst (CCA) from the Compensation Analyst Academy.

	Thomas Patton, CCA Senior Consultant Thomas is a senior consultant with a background in human resources management and development, possessing more than 6 years of experience in providing classification and compensation services to local government organizations. Thomas serves as a project lead, responsible for managing projects from initiation to conclusion. He specializes in conducting job analysis and point-factor evaluation and provides training to clients to maintain their classification and compensation plans using our SAFE methodology. Thomas is experienced with MN Local Government Pay Equity requirements and the corresponding reporting. He is further experienced in reviewing FLSA designations and developing job descriptions and career ladders. Thomas earned a Bachelor of Science in Human Resources Development from the University of Minnesota-Twin Cities, is a Certified Compensation Analyst (CCA) from the Compensation Analyst Academy and is in progress toward obtaining the Certified Compensation Professional (CCP) designation.
	Daniel Tejada Consultant Daniel is a compensation consultant on the public sector advisory team with more than 3 years of experience providing compensation consulting to local governments. Before joining Baker Tilly, Daniel worked as a human resources data analyst providing compensation and benefits consulting services across multiple industries. Daniel provides project support by conducting job evaluation, facilitating pay and benefits surveys, developing job descriptions and career ladders, and related project reporting. He earned a Bachelor's Degree in Psychology from Florida State University.
	Anna Yin Consultant Anna is a compensation consultant at Baker Tilly, specializing in data-driven compensation strategies for public sector clients. She advises municipalities, government agencies and public organizations on job evaluation, market assessment and pay structure design. Anna brings prior experience from two other consulting firms, where she contributed to compensation projects across various industries. She holds a Bachelor of Economics and Psychology from New York University, with a minor in Business Studies from the Stern School of Business.

Our Experience

Our team has conducted hundreds of similar studies nationwide over the last 35 years, resulting in successful implementations in state and local governments of all sizes. More specifically, we've conducted over 700 compensation projects since 2009 alone, and your organization will benefit from our experience in delivering high-value compensation services.

Listing our similar projects

The following is a sample of organizations we have provided compensation services to over the last few years. We realize the list is lengthy, but so is our experience working with organizations that are very similar to and very different from yours. We hope you will trust that our extensive experience means we've seen and solved our share of challenges and can assist you and your organization through this study and any challenges you may also be facing.

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2023				
Year	Client	State	Project	Pop.
Pending	Berkeley	CA	Class & comp study	121,749
Pending	Des Plaines	IL	Class & comp study	60,675
Pending	New Brighton	MN	Class & comp study	23,454
Pending	Sunnyvale	TX	Class & comp study	7,893
Current	Allegheny County	PA	Class & comp study	1,225,000
Current	Buncombe County	NC	Class & comp study	269,452
Current	Cape Coral	FL	Class & comp study	236,264
Current	Casper/Natrona Co. Int. Airport	WY	Class & comp study	80,000
Current	Columbus Utilities	IN	Market study	50,474
Current	Dinwiddie Co. Public Schools	VA	Class & comp study	28,576
Current	Foothills Regional Housing	CO	Class & comp study	582,910
Current	Hillsborough County	FL	Class & comp study	1,630,000
Current	Hutchinson Utilities Commission	MN	Class & comp study	5,500
Current	Johnson County	IA	Class & comp study	160,080
Current	Kings Mountain	NC	Class & comp study	11,142
Current	Madison	WI	Class & comp study	269,196
Current	Merrillville	IN	Class & comp study	36,347
Current	North Texas Tollway Authority	TX	Class & comp study	14,000,000
Current	Orland Park	IL	Class & comp study	58,703
Current	Peach Tree Health	CA	Class & comp study	41,000
Current	Proviso Township High School District	IL	Class & comp study	4,493
Current	Sachse	TX	Pay for performance	32,294
Current	South Bend	IN	Market study	103,201
Current	Summit County	CO	Class & comp study	30,880
Current	Wayzata	MN	Class & comp study	4,252
2026	Alamance County	NC	Class & comp study, Part 2	173,877
2026	Bemidji	MN	Class & comp study	15,743
2026	Churchill County	NV	Class & comp study	26,033

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2023

Year	Client	State	Project	Pop.
2026	Garner	NC	Class & comp study	39,345
2026	Gatesville	TX	Job descriptions	16,135
2026	Hillsborough Co Aviation Authority	FL	Class & comp study, Part 2	8,400,000
2026	Laguna Beach	CA	Class & comp study	23,032
2026	Le Sueur County, MN	MN	Market study	28,674
2026	Loren Parks Memorial Foundation	OR	Executive compensation	
2026	Natrona County	WY	Class & comp study	80,777
2026	New Carlisle	IN	Class & comp study	1,910
2026	Onalaska	WI	Class & comp study	20,200
2026	Ottawa County	MI	Class & comp study	306,240
2026	Sauk Rapids	MN	Class & comp study	13,896
2026	Thibodaux	LA	Market study	15,948
2026	Vivent Health	WI	Executive compensation	17,000
2026	Wake Forest	NC	Class & comp study, Part 2	49,657
2026	West Lafayette	IN	Class & comp study	45,060
2025	Auburn	IN	Class & comp study	13,410
2025	Beltrami County	MN	Class & comp study	46,799
2025	Bexar County Deputy Sheriffs Assn	TX	Market study	1,990,000
2025	Bloomington	MN	Class & comp study	87,797
2025	Bloomington	IN	Pay Policy Review	79,170
2025	Cheyenne River Sioux Tribe	SD	Comp study	15,933
2025	Crystal	MN	Class & comp study	21,906
2025	Guilford County	NC	Compensation consulting	549,866
2025	Hillsborough Co Aviation Authority	FL	Class & comp study, Part 1	8,400,000
2025	Hollister	CA	Compensation study	44,218
2025	Huntington (Union)	IN	Market study	17,020
2025	Kansas City Police Department	MO	Class & comp study	508,394
2025	Kennewick	WA	Class & comp study	84,750
2025	King County Housing Authority	WA	Class & comp study	50,000
2025	Lake County	IL	Class & comp study	711,239
2025	LeSueur County	MN	Compensation study	29,255
2025	Maricopa County Sheriff's Office	AZ	Compensation study	4,615,909
2025	Medina County	TX	Class & comp study	53,723
2025	Middleton	WI	Class & comp study	21,830
2025	Mount Holly	NC	Class & comp study	18,170
2025	New Bern	NC	Comp consulting	32,226
2025	Pasco	WA	Class & comp study	78,871
2025	Pasco County Sheriff's Office	FL	Class & comp study	632,996
2025	Paso Robles	CA	Class & comp study	31,759
2025	Peach Tree Health	CA	Comp & class study	27,000

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2023

Year	Client	State	Project	Pop.
2025	Pineville	NC	Class & comp study	10,866
2025	Port Arthur	TX	Market Study	56,040
2025	Roseville	CA	Career ladder development	159,135
2025	Sachse	TX	Class & comp study	32,294
2025	Savannah	GA	Class & comp study	148,566
2025	Seattle Housing Authority	WA	Class & comp study	780,995
2025	Sioux City	IA	Class & comp study	85,543
2025	St. Paul	MN	Class & comp study	303,176
2025	Thibodaux	LA	Pay Adjustment Study	15,950
2025	TOArts	CA	Comp benchmarking	50,000
2025	Ulster County	NY	Class & comp study	181,951
2025	Utah, State of	UT	Compensation study	3,417,734
2025	Utah, State of	UT	Title & comp audit	3,417,734
2025	Utah, State of	UT	Wage scales & career series	3,417,734
2025	Vernon	CA	Class & comp study	35,162
2025	Visit Pleasant Prairie	WI	Market study	21,901
2025	Waite Park	MN	Class & comp study	8,360
2025	Weber County	UT	Class & comp study	269,561
2025	Weld County	CO	Class & comp study	340,036
2025	Wolverine Human Services	MI	Executive compensation	
2024	Alamance County	NC	Class & comp study, Part 1	173,877
2024	Apex	NC	Class & comp update	62,911
2024	ARRAY Alliance	CA	Comp benchmarking	
2024	Burke County	NC	Class & comp study	87,611
2024	Columbus	OH	Compensation study	906,528
2024	Compton	CA	Class & comp study	95,740
2024	Douglas County	NV	Class & comp study	49,870
2024	Elk River Municipal Utility	MN	Class & comp study	27,340
2024	Franklin County	NC	Class & comp study	68,570
2024	Frederick	MD	Class & comp study	79,588
2024	Greensboro	NC	Pay equity study	298,236
2024	Hermantown	MN	Class & comp study	10,130
2024	Idaho National Laboratory	ID	Comp MFC USW data	2,062,610
2024	Miami	FL	Compensation study	305,756
2024	Milwaukee Metro Sewer District	WI	Class & comp study	563,531
2024	Mono County	CA	Class & comp study	13,247
2024	Morehead City	NC	Class & comp study	9,857
2024	New Mexico, State of, Law Offices of the Public Defender	NM	Hourly rate study	2,130,256
2024	Newark	CA	Reclassification Review	47,530

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2023

Year	Client	State	Project	Pop.
2024	North Las Vegas	NV	Class & comp study	247,248
2024	Oregon Public Defense Commission	OR	Salary study	4,272,371
2024	Pierce Township	OH	Compensation study	15,100
2024	Pinellas County Sheriff's Department	FL	Class & comp study	959,107
2024	Red Wing	MN	Class & comp study	16,550
2024	Richfield	MN	Class & comp study	36,527
2024	Saginaw	TX	Class & comp study	24,011
2024	Salt River Community Gaming Enterprises	AZ	Comp benchmarking	7,382
2024	Seattle Housing Authority	WA	Class & comp study	780,995
2024	Shelbyville (Police & Fire)	IN	Compensation study	20,070
2024	Summit County	CO	Class & comp study	31,055
2024	Trinity River Authority	TX	Class & comp study	1,861,247
2024	Truckee Donner Public Utility District	CA	Comp study	45,000
2024	Wake Forest, part 1	NC	Compensation study	49,657
2023	Ashland	KY	Pay & class study	21,625
2023	Bemidji	MN	Market study	14,574
2023	Bexar County	TX	Class & comp study	1,990,000
2023	Clark County	WA	Class & comp study	511,404
2023	Eudora	KS	Pay & class study	6,408
2023	Fort Wayne	IN	Class & comp study	263,886
2023	Frederick Police Department	MD	Class & comp study	79,588
2023	Goshen	IN	Wage & benefits analysis	34,108
2023	Greene County	VA	Class & comp study	19,779
2023	Guadalupe County	TX	Class & comp study	177,036
2023	Harrisonburg	VA	Class & comp study	51,814
2023	Hernando County	FL	Classification study	200,638
2023	Laurinburg	NC	Class & comp study	15,118
2023	Marion	IA	Class & comp study	41,535
2023	Minnehaha Creek Watershed District	MN	Class & comp study	450,000
2023	Montgomery County	TX	Compensation study	607,391
2023	New Brighton	MN	Class & comp study	23,454
2023	Port Gamble S'Klallam Tribe	WA	Council comp review	1,440
2023	Prince Edward County	VA	Comp consulting services	22,950
2023	Purcellville	VA	Class & comp study	8,929
2023	Rappahannock County	VA	Class & comp study	7,407
2023	Rockingham County	VA	Class & comp study	81,244
2023	RSW Regional Jail	VA	Class & comp study	130,000
2023	Salt River Community Gaming Enterprises	AZ	Comp benchmarking	7,382
2023	Sampson County	NC	Class & comp study	58,990

SAMPLE OF RELEVANT PROJECTS: PRESENT — 2023				
Year	Client	State	Project	Pop.
2023	San Diego Housing Authority	CA	Comp services	1,404,452
2023	Scott County	VA	Class & comp study	21,534
2023	St. Cloud HRA	MN	Class & comp study	500,000
2023	Stevens Point	WI	Class & comp study	25,670
2023	Victoria County	TX	Class & comp study	92,035
2023	Waite Park	MN	Market study	8,360
2023	Wayzata	MN	Market study	4,378
2023	West Valley Housing Authority	OR	Comp benchmarking	90,000
2023	Wheaton	IL	Classification study	53,970
2023	Woodstock	VA	Class & comp study	5,861

Demonstrating that we've been down this path before

The experiences of our clients speak more to Baker Tilly's capabilities than any proposal ever could. That's why we encourage you to talk with our clients. Here are a few individuals who welcome the opportunity to share their Baker Tilly experience.

Each will give you an authentic perspective as you consider your own needs.

City of Laguna Beach, CA			
Name & Title	Robina Arora, Senior Human Resources Analyst	Address	505 Forest Avenue Laguna Beach, CA 92651
Phone	(949) 715-8606	Email	rarora@lagunabeachcity.net
Services	The City has approximately 324 employees across about 169 unique position titles. The project included comprehensive job evaluation, a base pay market survey of 134 benchmark positions, and a benefits comparison. Baker Tilly developed five pay structures (Police, Fire, Marine Safety, General, and Management) and three implementation cost scenarios to support internal equity, market competitiveness, and long-term administration of the compensation system.		
City of Paso Robles, CA			
Name & Title	Shannon Foutz, Human Resources/Risk Manager	Address	1000 Spring Street Paso Robles, CA 93446
Phone	(805) 237-3962	Email	SFoutz@prcity.com
Services	The City has approximately 286 employees across 112 position titles. The project included comprehensive job evaluation, a base pay market survey, FLSA review, and a comparison of peer benefits and pay practices. Baker Tilly developed a consolidated 25-grade pay plan and three implementation cost scenarios designed to support internal equity, external competitiveness, and sustainable administration of the City's compensation system.		
Town of Wake Forest, NC			
Name & Title	Angela McCray, Human Resources Director	Address	301 S. Brooks St. Wake Forest, NC 27587
Phone	(919) 435-9491	Email	amccray@wakeforestnc.gov
Services	The Town has approximately 340 employees across more than 160 positions. The project included comprehensive job evaluation and a base pay market survey. Baker Tilly developed four pay structures (Police, Fire, Electric-Util, and General) and implementation cost scenarios to support continued market competitiveness and internal equity. Baker Tilly conducts a rotating review of approximately one third of the Town's position classifications each year as part of a three-year compensation maintenance cycle.		

PROVIDING VALUABLE PERSPECTIVES FROM CURRENT CLIENTS

At Baker Tilly, relationships matter. Our team has a record of successfully enhancing and protecting similar clients' goals — resulting in experience-based insights for the City.

Service approach

Providing our solution to achieve the City's objectives

The following pages outline our methodology and proposed project scope for the City's Total Compensation Study. Our team of Certified Compensation Professionals developed Baker Tilly's approach and project tools. We take pride in our ability to provide your organization with sound results and recommendations that, if implemented, are fair and defensible.

We are confident that you will find our assertions substantiated by the information presented in this proposal and the comments provided by our references. We look forward to a successful and lasting relationship.

Our process is highly collaborative and requires the participation of our clients. We want to leave the City of Arcadia with a total compensation analysis that will assist in achieving your compensation philosophy, attract and retain qualified workers, and align with your organizational needs. To achieve this, we need your input along the way. We encourage organizations that are interested in collaborating with Baker Tilly on such a study to be prepared for an inclusive process.

Phase 1 – Project Initiation & Current State Review

- **Project Planning.** Baker Tilly will meet with the City's project team to confirm project objectives, finalize the work plan and establish the project schedule. Regular status communication with Human Resources will continue throughout the engagement.
- **Data collection.** Baker Tilly will collect documentation from your organization such as job descriptions, organization charts, salary and benefit schedules, the Fringe Benefits Resolution, the memoranda of understanding for each of the City's five bargaining groups (ACEA, AFFA, APCEA, APOA and APWEA), and an employee census file. Current job descriptions will serve as our understanding of each position in the study.
- **Current State.** We will review the City's existing job descriptions and compensation system to understand position duties and responsibilities, organizational relationships, and the current salary and benefit structure. This information will provide the foundation for market matching and consideration of internal equity throughout the study.
- **Communication Meetings.** In addition to project team meetings, Baker Tilly will also conduct leadership and employee information meetings to introduce our team and the project process and answer questions about the project. We will also distribute a department head questionnaire to your leadership team and, if necessary, meet 1-on-1 or in groups to get additional information about any specific classification and compensation challenges in their area.
- **Job Evaluation.** Job evaluation involves assessing and comparing positions within an organization to determine their relative value. We can utilize your existing job evaluation process or implement our own. Baker Tilly has a proprietary point-factor job evaluation system called SAFE® (Systematic Analysis and Factor Evaluation), which was designed specifically to measure public sector roles. This method assigns point values across multiple levels for each compensable factor (shown below), resulting in a total score that reflects the internal equity of each position.
 - SAFE supports the development of a fair and consistent job hierarchy, aligning with the requirements of the federal Equal Pay Act. Results will be reviewed and finalized with your organization's project team to establish job hierarchy.

Nine Compensable Factors Measured by SAFE		
Compensable Factors	Weight	Description / Measurement
Education	16%	Minimum formal education level required by the position
Experience	12%	Minimum years of experience required by the position
Level of Work	14%	Degree of difficulty of work performed by the position
Human Relations	8%	Type and level of human interactions
Physical Demands	5%	Physical exertion performed by the position
Working Conditions	7%	Environmental conditions experienced by the position
Independence to act	12%	Degree of independence to make decisions and act on them
Impact of actions	14%	Severity of consequences as a result of decisions
Supervision exercised	14%	Type and level of supervision exercised

Phase 2 – Total Compensation Market Study

- Benchmark Positions.** Baker Tilly will review the City's position titles and identify a sample to be benchmarked in the market survey. Benchmarks are typically the most common and recognizable positions and, therefore, are most likely to yield higher quality and quantity matches. We will work with you to ensure the sample includes every level of the organization, most populated titles, law enforcement, and leadership roles necessary to achieve the best results.
- Public Peer Organizations.** Baker Tilly will work with your organization to establish a list of comparable peer organizations to include in the study. Generally, these organizations will be similar in size and the services they provide, and they will have similar roles. These organizations are often those from which you lose employees or gain new ones; however, it may be necessary to consider public peer organizations similar in size and services but located outside the immediate geographic area. Consistent with the RFP, the survey will include up to 14 comparable regional public agencies impacting the Arcadia labor market, confirmed with Human Resources during Phase 1.
 - To represent the private sector in the dataset, we may utilize pay data from the following survey sources, as desired: CompAnalyst, Economic Research Institute (ERI), the Bureau of Labor Statistics, and/or Pay Factors.
- Quality Control.** Baker Tilly will review and validate survey data to confirm 75% overlap in duties and responsibilities, as this is the accepted best definition of a "good" match. Additionally, we require at least 3 matches per benchmark position to determine market value.
- Data Adjustments.** Adjustments may be applied to establish consistency in market data comparison; to include adjustments for differences in workweek hours, aging the data if it's not for the current fiscal year, and cost of labor adjustments by geography. Controlling these elements means you can trust the accuracy of the data result.
- Market Reports.** Baker Tilly will deliver two market reports: 1) demonstrating an aggregate of the market minimum, midpoint and maximum for each benchmark and 2) a comparison of your organization's current ranges to the market range. Sample shown below.

Sample market results

#	Department	Benchmark Title	Matches	Average Minimum	Average Midpoint	Average Maximum	Spread
1	Administration	City Administrator	7	115,638.95	135,998.75	149,182.14	29%
2	Administration	City Clerk	5	64,417.15	73,749.84	83,082.52	29%
3	Building Inspections	Building Official	10	71,421.18	84,443.23	97,465.28	36%
4	Communications	Director of Communications & Community Engagment	4	75,859.29	94,214.87	112,570.45	48%
5	Community Development	Director of Community Development	11	83,597.87	98,177.72	112,757.57	35%
6	Finance & Admin	Accountant	9	62,014.07	74,704.62	87,395.16	41%
7	Finance & Admin	Accountant Clerk	11	46,745.78	55,492.67	62,704.34	34%
8	Finance & Admin	Administrative Assistant	8	42,700.57	50,210.81	57,721.05	35%
9	Finance & Admin	Director of Finance and Administration	12	101,431.02	125,245.91	149,060.81	47%
10	Finance & Admin	Utility Billing Clerk	12	47,940.98	55,911.35	63,419.80	32%
11	Public Safety	Deputy Fire Chief	5	68,562.00	85,194.52	88,254.95	29%
12	Public Safety	Fire Inspector/Training Officer	3	62,918.03	72,923.67	82,462.43	31%
13	Public Safety	Chief of Police	6	95,766.90	109,930.07	124,093.23	30%
14	Public Safety	Lead Police Records Technician	5	45,229.72	54,262.68	63,295.64	40%
15	Public Safety	Police Commander	6	81,181.10	92,218.43	103,255.76	27%
16	Public Safety	Police Officer	10	61,842.82	72,068.24	82,293.67	33%
17	Public Safety	Police Records Technician	12	43,707.88	51,911.91	58,545.26	34%
18	Public Safety	Police Sergeant	9	72,902.07	86,154.45	98,016.13	34%
19	Public Safety	Property Technician Law Enforce Secretary	7	45,901.72	53,991.18	62,080.64	35%
20	Public Works	Building Maintenance Worker	10	43,847.18	51,822.67	59,798.16	36%
21	Public Works	Public Works Director	6	98,811.71	110,837.51	122,863.31	24%
22	Public Works	Utility Maintenance Worker	11	48,805.31	57,783.96	66,620.71	37%
23	Utilities	Director of Utilities & Infrastructure	5	97,574.80	115,101.46	132,628.12	36%

Sample range comparison

#	Department	Benchmark Title	Matches	Market			City					
				Average Minimum	Average Midpoint	Average Maximum	Current Minimum	+/- Market	Current Midpoint	+/- Market	Current Maximum	+/- Market
1	Finance & Admin	Administrative Assistant	8	42,700.57	50,210.81	57,721.05	43,368.00	1.6%	48,287.20	-3.8%	53,206.40	-7.8%
2	Finance & Admin	Accountant Clerk	11	46,745.78	55,492.67	62,704.34	47,236.80	1.1%	52,759.20	-4.9%	58,281.60	-7.1%
3	Public Safety	Police Records Technician	12	43,707.88	51,911.91	58,545.26	47,236.80	8.1%	52,759.20	1.6%	58,281.60	-0.5%
4	Finance & Admin	Utility Billing Clerk	12	47,940.98	55,911.35	63,419.80	50,440.00	5.2%	56,472.00	1.0%	62,504.00	-1.4%
5	Public Safety	Lead Police Records Technician	5	45,229.72	54,262.68	63,295.64	50,440.00	11.5%	56,472.00	4.1%	62,504.00	-1.3%
6	Public Safety	Property Technician Law Enforce Secretary	7	45,901.72	53,991.18	62,080.64	50,440.00	9.9%	56,472.00	4.6%	62,504.00	0.7%
7	Public Works	Building Maintenance Worker	10	43,847.18	51,822.67	59,798.16	54,412.80	24.1%	60,569.60	16.9%	66,726.40	11.6%
8	Public Works	Utility Maintenance Worker	11	48,805.31	57,783.96	66,620.71	54,412.80	11.5%	60,569.60	4.8%	66,726.40	0.2%
9	Administration	City Clerk	5	64,417.15	73,749.84	83,082.52	62,234.63	-3.4%	70,707.23	-4.1%	79,179.83	-4.7%
10	Public Safety	Police Officer	10	61,842.82	72,068.24	82,293.67	64,500.80	4.3%	71,895.20	-0.2%	79,289.60	-3.7%
11	Finance & Admin	Accountant	9	62,014.07	74,704.62	87,395.16	71,252.44	14.9%	80,952.72	8.4%	90,653.00	3.7%
12	Building Inspections	Building Official	10	71,421.18	84,443.23	97,465.28	76,240.11	6.7%	86,619.41	2.6%	96,998.71	-0.5%
13	Public Safety	Fire Inspector/Training Officer	3	62,918.03	72,923.67	82,462.43	76,240.11	21.2%	86,619.41	18.8%	96,998.71	17.6%
14	Public Safety	Police Sergeant	9	72,902.07	86,154.45	98,016.13	84,739.20	16.2%	87,755.20	1.9%	90,771.20	-7.4%
15	Public Safety	Police Commander	6	81,181.10	92,218.43	103,255.76	87,287.29	7.5%	99,170.55	7.5%	111,053.81	7.6%
16	Public Safety	Deputy Fire Chief	5	68,562.00	85,194.52	88,254.95	87,287.29	27.3%	99,170.55	16.4%	111,053.81	25.8%
17	Communications	Director of Communications & Community Engagment	4	75,859.29	94,214.87	112,570.45	93,397.41	23.1%	106,112.49	12.6%	118,827.58	5.6%
18	Community Development	Director of Community Development	11	83,597.87	98,177.72	112,757.57	93,397.41	11.7%	106,112.49	8.1%	118,827.58	5.4%
19	Public Works	Public Works Director	6	98,811.71	110,837.51	122,863.31	93,397.41	-5.5%	106,112.49	-4.3%	118,827.58	-3.3%
20	Utilities	Director of Utilities & Infrastructure	5	97,574.80	115,101.46	132,628.12	93,397.41	-4.3%	106,112.49	-7.8%	118,827.58	-10.4%
21	Finance & Admin	Director of Finance and Administration	12	101,431.02	125,245.91	149,060.81	106,930.68	5.4%	121,488.18	-3.0%	136,045.69	-8.7%
22	Public Safety	Chief of Police	6	95,766.90	109,930.07	124,093.23	106,930.68	11.7%	121,488.18	10.5%	136,045.69	9.6%
23	Administration	City Administrator	7	115,638.95	135,998.75	149,182.14	114,415.83	-1.1%	129,992.36	-4.4%	145,568.89	-2.4%
							Average Min	9.1%	Average Mid	3.8%	Average Max	1.2%

- Benefits Comparison.** We will conduct a comprehensive benefits and special pay survey of comparable peer organizations, including employer-paid retirement contributions, longevity pay, certification pay, educational incentives, specialty pay, standby/call-back pay, employer-paid medical, dental, vision, life and disability insurance contributions, and leave benefits such as holiday, sick and vacation leave. Results will be compiled and compared to the City's current offerings to assess the market competitiveness and value of its benefits package and support an overall analysis of total compensation. Retirement comparisons will address CalPERS classic and PEPRA tiers, employer-paid member contributions and cost-sharing arrangements, so that retirement value is compared on a like-for-like basis across peers.

Sample comparisons



- **Pay Strategy and Design.** Baker Tilly will lead discussions about possible pay plan adjustments and an approach for recalibrating grade assignments. The purpose of this task is to ensure your compensation philosophy goals are able to be achieved through the design of your pay structure. Samples of different pay structures are shown below.

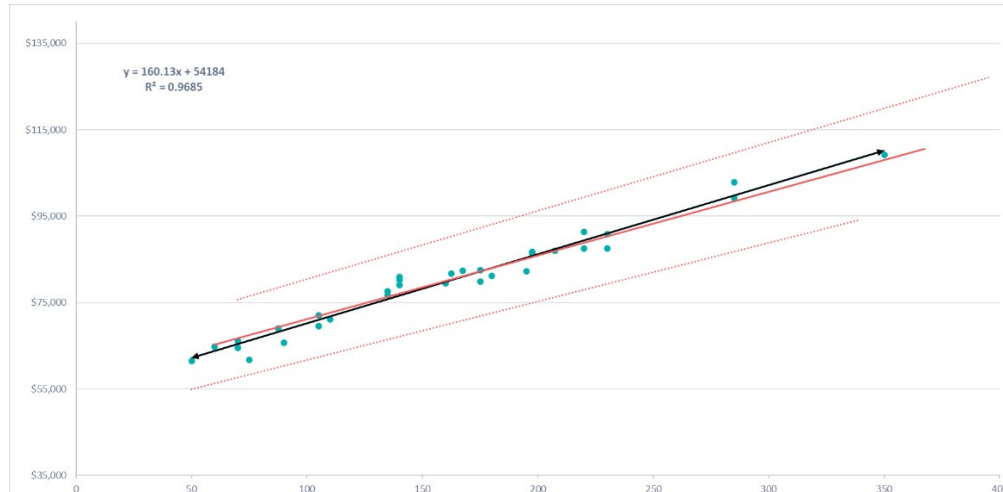
Sample Pay Structures

Step	Grade	1	2	3	4	5	6	7	Mid Diff	Spread
		\$50,000	\$52,500	\$55,125	\$57,881	\$60,775	\$63,814	\$67,005		34%
Open	2	\$54,000	\$56,700	\$59,535	\$62,512	\$65,637	\$68,919	\$72,365	8.0%	34%
	3	\$58,320	\$61,236	\$64,298	\$67,513	\$70,888	\$74,433	\$78,154	8.0%	34%
	4	\$62,986	\$66,135	\$69,442	\$72,914	\$76,559	\$80,387	\$84,407	8.0%	34%
	5	\$68,024	\$71,426	\$74,997	\$78,747	\$82,684	\$86,818	\$91,159	8.0%	34%
		Minimum			Midpoint	Maximum			Mid Diff	Spread
Hybrid	1	\$50,000			\$57,881			\$67,005		34%
	2	\$54,000			\$62,512			\$72,365	8.0%	34%
	3	\$58,320			\$67,513			\$78,154	8.0%	34%
	4	\$62,986			\$72,914			\$84,407	8.0%	34%
	5	\$68,024			\$78,747			\$91,159	8.0%	34%
Hybrid	Grade	1	2	3	4	Maximum			Mid Diff	Spread
	1	\$50,000	\$52,500	\$55,125	\$57,881			\$72,352		45%
	2	\$54,000	\$56,700	\$59,535	\$62,512			\$78,140	8.0%	45%
	3	\$58,320	\$61,236	\$64,298	\$67,513			\$84,391	8.0%	45%
	4	\$62,986	\$66,135	\$69,442	\$72,914			\$91,142	8.0%	45%
	5	\$68,024	\$71,426	\$74,997	\$78,747			\$98,434	8.0%	45%

- **Grade Assignments.** Once the pay structures are finalized, positions will be assigned to appropriate pay grades using a combination of internal job evaluation scores from the SAFE system and external market data. To confirm the design of the pay structure and test for anomalies or outliers by position, Baker Tilly will apply a regression analysis to evaluate the relationship between internal and external data and understand the natural distribution of jobs. Example shown below.

- Preliminary grade assignments will be reviewed with your organization's project team, and Baker Tilly may also recommend a broader review with department heads to gather additional input before finalizing the assignments.

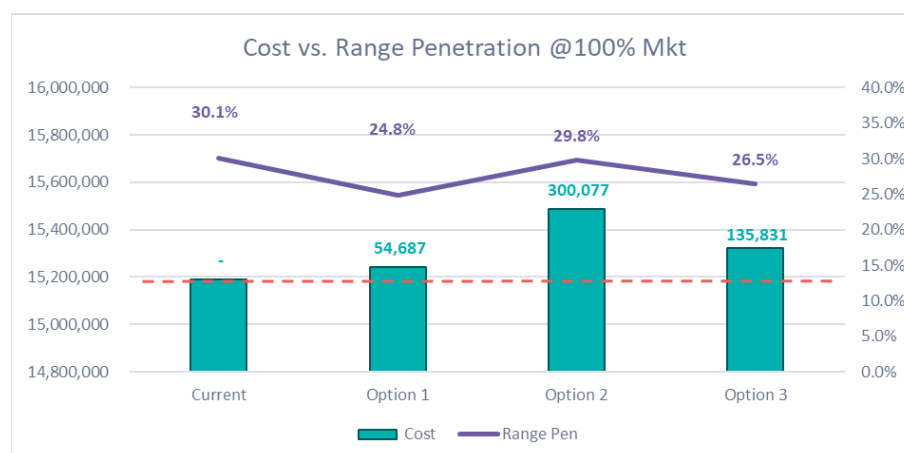
Sample regression analysis



Phase 3 – Compression Analysis, Cost Modeling & Administration

- **Pay Compression and Compaction Analysis.** Baker Tilly will test the City's current and proposed structures for pay compression and compaction between employees and supervisors and between adjacent grades, including the safety series, and will report the positions and relationships where compression is present together with options for resolving it.
- **Employee Allocation and Cost Modeling.** To this point, the study has focused entirely on the position. In this step, we will shift focus to employees, and Baker Tilly will work with your organization to appropriately allocate each employee to a title and grade established within the proposed pay plan. Next, Baker Tilly will prepare three scenarios for your organization modeling the estimated cost to implementation of the proposed plan. These scenarios are intended to define a consistent approach for adjusting employee salaries relative to the newly defined pay range for their position. Common scenarios include 1) the minimum action needed to adopt the plan, 2) an approach that mimics an across-the-board adjustment and 3) an approach that addresses pay compression.

Sample Implementation Cost Analysis



- **Administration Guidelines.** Changes to the City's compensation system may impact its current pay-related policies and practices. We will provide guidance for new or updated policies aligned with best practices, including standard guidance for general and market/COLA increases as well as employee placement upon hire, promotion, and reclassification.
 - A more in-depth and tailored pay policy review and recommendations report can be provided as an additional service, if desired.
- **Communication Plan.** To prepare for implementation, we will provide the City with the tools it needs to communicate the new plan to employees. This includes a draft of the final presentation, Frequently Asked Questions to be distributed organization-wide, implementation examples to help employees understand the impact to their pay, as well as a guideline to any policy changes.

Phase 4 – Project Completion

- **Final Documentation.** Baker Tilly will deliver final documentation summarizing the methodology used, key findings and recommendations tailored to your organization. We understand this is a public facing document and, therefore, it will focus on position-level outcomes and will not include individual employee data.
- **Final Communication.** We will provide up to two presentations to explain the study's findings and recommendations. Typically these include a presentation to your organization's elected officials as well as an organization-wide presentation for all staff to learn about the results and ask questions.

Explaining the City's responsibilities

Proper planning and collaboration are vital to ensure the efficient and successful execution of the City's total compensation study. This section outlines the key responsibilities of both Baker Tilly and the City's project team, focusing on ongoing maintenance, data collection and stakeholder engagement.

- **Project team.** We will work closely with your organization's project team and recommend establishing standing 15- to 30-minute bi-weekly meetings for the duration of the project. Furthermore, we may request that your organization's project team collaborate with us to schedule meetings with key stakeholders and decision makers, thereby facilitating the successful completion of the study.
- **Data collection.** We will prepare a detailed data request outlining the necessary information to perform these services. The data will be requested in a format compatible with our computer system and project tools (Microsoft Excel and Word). We will examine the data for missing information and consistency upon receipt.
- **Job documentation.** Consistent with the RFP, this scope and price rely on the City's existing job descriptions rather than online position analysis questionnaires. If a current description is unavailable or materially out of date, Baker Tilly will work with the City's project team to identify the appropriate staff to confirm duties for that position.
- **Salary and benefits data.** Our ability to provide fair and defensible recommendations on pay depends on the availability of that data. Baker Tilly may request your organization's project team or leadership to contribute to outreach efforts to collect necessary data from public peer organizations and keep the project on schedule.

- Review of and feedback on preliminary results. We encourage clients to be involved in significant decisions regarding preliminary results that will drive the study's outcomes. However, we understand that your commitment to providing uninterrupted support and services to the community must come first, and that your organization's project team may not be as available as expected to review and approve information when provided. We are familiar with the ebb and flow of local government operations and will be flexible in coordinating with your organization to keep the project on track as much as possible.

Project Timeline

They say time is money, and we agree. We'll collaborate closely with you to finalize a project plan that meets all your needs — especially your timing. We are prepared to initiate the City's Total Compensation Study within two weeks of receiving the official notice to proceed.

The table below shows a projection of how long we expect your project to take, based on the scope. Baker Tilly recognizes the RFP's estimated end date of January 5, 2027.

Anticipated Project Timeline in Months					
Project Phase	Sep	Oct	Nov	Dec	Jan
1. Project Initiation					
2. Total Compensation Market Study					
3. Compression Analysis, Cost Modeling & Administration					
4. Project Completion					

** There are factors impacting the project schedule that are beyond the consulting team's control, such as holidays that impact office closures; HR operations that take up significant resources, such as benefit enrollment, payroll and budget cycles; as well as client availability to review results and approve the direction of the project. Baker Tilly will promptly advise the organization if any factors impact the project timeline.*

Project Fee

We will perform the tasks as described in this proposal for your organization for a fixed professional fee of \$54,400. This fee is based upon conducting a total compensation review of approximately 155 position titles covering the City's 322 full-time and regular part-time benefitted employees, as described in Section III of the RFP.

COSTING BREAKDOWN: BASE STUDY	PRICE
Project Initiation. Includes planning meetings with project team, data collection, current state assessment, and communication meetings (up to 2) to inform staff about the project and answer questions. Also includes SAFE® job evaluation.	\$9,900
Total Compensation Market Study. Includes custom survey with 100 benchmarks to 14 public peers and inclusion of up to 2 published surveys sources representing the private sector. Delivery of updated pay plan and grade assignments.	\$34,500
Compression Analysis, Cost Modeling & Administration. Includes compression testing, cost modeling across 3 scenarios, policy guidelines and a communication plan.	\$4,700
Project Completion. Includes delivery of final documentation and up to 2 final (virtual) presentations of the results.	\$2,200
Project Management. Standing bi-weekly meetings for duration of the project.	\$3,100
TOTAL	\$54,400

Invoicing for services. We will invoice based on the milestones outlined in the breakdown shown above. Partial phase billing may occur if the duration exceeds 45 days.

Out-of-pocket expenses. Should your organization desire and approve in-person meetings or presentations, we will invoice for direct out-of-pocket travel expenses. Estimated expenses of ~\$500 - \$1,200 per 1–2-day visit, depending on the visit.

Additional services. We are happy to go beyond the scope of the project to deliver to your needs. Whenever possible, we'll provide an estimate in advance, outlining the time and expenses we believe will achieve your objectives.

Role	Rate
Director	\$430
Senior Manager	\$340
Manager	\$280
Senior Consultant	\$230
Consultant	\$180

Examples of out-of-scope requests may include additional peers or benchmarks, additional pay structures or implementation scenarios, and/or additional reports or meetings beyond what is described in the project scope.

ONGOING SERVICES	PRICE
Ad hoc Service model: We offer an ad hoc consulting agreement for flexible, on-demand support tailored to your organization's needs. Under this model, clients typically engage us at a fixed rate per reclassification request, supplemented by our standard hourly rates for additional services such as market analysis, FLSA compliance reviews, training sessions, or presentations, etc. • These agreements are generally structured with a two-year or \$20,000 cap, whichever comes first. More important, we only invoice for work that is specifically requested, and most clients average \$4,500 annually under this arrangement. We are happy to customize the contract to include any cap or scope parameters that align with your budget and expectations. • For clients anticipating recurring needs—such as annual mini-market studies or a formal appeals process—we can incorporate these as fixed-price deliverables while remaining available for other ad hoc requests throughout the year. This model is particularly well-suited for organizations that prefer to maintain on-call access to expert support without committing to a full-scale engagement upfront.	\$250 per reclass Hourly rates otherwise
Prepaid service model: As an alternative to ad hoc billing, we offer a prepaid service agreement that provides predictable support over a multi-year period. Under this model, the organization would commit to a three-year engagement with a minimum investment of \$15,000, distributed as \$5,000 prepaid annually. • In recognition of this commitment, we would extend a 10% discount on the base study. • The \$5,000 annual allotment could be used in any way needed by the organization, for example, up to 20 reclassification requests or approximately 20 consulting hours, or a mixture of those. Should additional services be required beyond the prepaid scope, we would offer discounted hourly rates (10%) for any supplemental work. • This approach is ideal for organizations that anticipate a consistent level of support over time and prefer the budget certainty and value of a prepaid structure, while still maintaining flexibility for evolving needs.	\$15,000 prepaid for 3 years Discounted rates for work beyond that

Preparing our best and final offer. We understand that budget considerations are crucial. While our pricing reflects the estimated hours and effort, we're flexible. In our experience, the most significant pricing variations among comparable consulting firms often stem from differences in how scope is interpreted. We welcome the opportunity to have an open conversation about how our approach and deliverables compare to others—and are happy to adjust the scope, if needed, to better align with your priorities or budget.

Our Promise

Our team of compensation professionals brings a proven track record of designing and delivering strategic compensation solutions, performing comprehensive classification analysis, and navigating complex pay equity issues to ensure fair and defensible results for our clients.

- Our SAFE® job evaluation process is a fair, consistent, defensible and objective approach for comparing position characteristics. In today's environment, organizations need to know that their methods are proven and sound. SAFE will provide your organization with the tools it needs to ensure positions are measured consistently across nine key factors.
- With Baker Tilly, you do not just get a study; you get a customized system and access to our proprietary job evaluation process afterwards. We train our clients so they are equipped to administer and maintain their new classification and compensation plan post-project. As positions evolve, new positions are created and/or market conditions change, your HR staff will be able to make the appropriate adjustments using our SAFE job evaluation process.
- We know a good study rests on quality data. Our recommendations are data-driven, and our process adheres to best practices and guidelines for collecting and analyzing that data. When working with public sector organizations, we understand that the results we submit to you may become public record. This means our reputation stands on the quality of those results and the validity of our recommendations. This is why we have quality assurance protocols in place to safeguard the integrity of our data and analysis.
- We will assign Certified Compensation Professionals and Analysts to review your market data and build your new pay structures. Our team understands that compensation analysis is both an art and a science. We have a strong cadre of trained and experienced professionals working together to ensure that appropriate and competitive pay structures are presented for consideration.

Proposed Contract Modifications

Baker Tilly has reviewed the City's draft Professional Services Agreement included as Attachment B to the RFP. Except for the modifications identified below, Baker Tilly takes no exception to the City's form of Agreement. Final contract language will be mutually agreed upon by the parties.

PSA Section	Requested Modification
Section 11 - Insurance	Baker Tilly requests deletion of Sections 11.i(ii)–(iii), including the City's right to procure insurance at Consultant's expense and require complete copies of insurance policies. Baker Tilly requests that failure to maintain required insurance instead permit the City to terminate the Agreement. Baker Tilly also requests that references to endorsements providing the “exact same coverage” be revised to “equivalent coverage.”
Section 12 – Indemnification and Limitation of Liability	Baker Tilly requests that indemnification be limited to third-party claims arising from Baker Tilly's negligent acts, errors or omissions, or willful misconduct. Baker Tilly also requests an aggregate liability limitation of three times the fees paid under the Agreement and an exclusion of consequential, special, incidental, exemplary and punitive damages.
Section 17 – Documents / Intellectual Property	Baker Tilly requests clarification that the City will own project-specific deliverables upon payment, while Baker Tilly retains ownership of its pre-existing and reusable methodologies, tools, templates, systems, know-how and other Consultant Knowledge. The City would receive a perpetual license to Consultant Knowledge incorporated into the deliverables.



CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Assistant City Manager/Public Works Services Director
By: Michael Kwok, Associate Civil Engineer

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH WILLDAN ENGINEERING
FOR THE 2026 ENGINEERING AND TRAFFIC SURVEY IN THE AMOUNT OF
\$39,800

CEQA: Not a Project
Recommendation: Approve

SUMMARY

The California Vehicle Code requires cities to conduct Engineering and Traffic Surveys every seven years to prima facie speed limits on City streets. The City of Arcadia's current Engineering and Traffic Survey, which establishes the posted speed limits throughout the City, is scheduled to expire at the end of 2026.

To ensure the City receives high-quality professional services at a competitive cost, the Public Works Services Department ("PWSD") solicited a Requests for Proposals ("RFP") for a new Engineering and Traffic Survey. Following an evaluation of the proposals received, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Willdan Engineering for the preparation of the 2026 Engineering and Traffic Survey, in the amount of \$39,800.

BACKGROUND

The purpose of an Engineering and Traffic Survey is to establish speed limits that are enforceable by radar on City streets. The California Vehicle Code ("CVC") governs the requirements and application of the Engineering and Traffic Survey, which are

generally valid for a period of seven years. The City of Arcadia's current Engineering and Traffic Survey was adopted in 2019 and is scheduled to expire in 2026.

The CVC defines an Engineering and Traffic Survey as a survey of highway and traffic conditions conducted in accordance with methods determined by the California Department of Transportation ("Caltrans") for use by State and local authorities. The survey is required to include the following:

- Prevailing speeds as determined by engineering measurements;
- Collision reports; and
- Highway, traffic, and roadside conditions not readily apparent to the driver.

Pursuant to the California Manual for Setting Speed Limits, speed limit recommendations are generally based on the 85th-percentile speed, the speed at or below which, approximately 85 percent of observed vehicles travel. Historically, speed limits were typically established at or below the 85th-percentile speed. However, subsequent court rulings have affected the methodology used to establish enforceable speed limits, including circumstances in which the recommended speed limit may be set at the 85th-percentile speed or rounded to the next higher 5-mph increment.

Where a roadway segment has an unusually high collision rate that is potentially related to vehicle speeds or has unusual roadway or roadside conditions not readily apparent to motorists, the recommended speed limit may be adjusted downward as permitted by applicable law and guidance.

Because speed limit violations may be challenged in court, the validity and methodology of the underlying Engineering and Traffic Survey can be subject to judicial review. Accordingly, it is important that the City's Engineering and Traffic Survey be prepared using sound engineering practices, statistically valid data, and applicable State requirements and guidance to support the defensibility of the recommended speed limits.

Previously, the City conducted its Engineering and Traffic Surveys using City staff. However, for the three most recent surveys, completed in 2008, 2014, and 2019, the City retained the services of professional traffic engineering firms to assist with data collection, analysis, and preparation of the surveys. The City will continue this

practice for the 2026 Engineering and Traffic Survey. Utilizing an independent traffic engineering firm helps maintain objectivity in the collection and analysis of traffic data and avoids the potential perception of a conflict of interest. The three most recent surveys have provided clear, accurate, and defensible documentation when challenged in court.

For the 2026 Engineering and Traffic Survey, the City is seeking the services of a qualified professional traffic engineering firm to perform the required traffic data collection and engineering analysis. The firm selected will be responsible for obtaining 24-hour traffic counts at 99 locations on various arterial and collector streets throughout the City, as well as conducting an Engineering and Traffic Survey to establish speed limits on portions of 38 arterial and collector streets. The scope of work will include surveys at 53 locations, including four additional street segments where all-way stop controls have recently been installed or where traffic signals are anticipated in the near future. The proposed locations are as follows:

- First Ave between Colorado Blvd and Santa Clara Street
- First Ave between California Street and Duarte Road
- Second Avenue between Huntington Drive and Duarte Road
- Centennial Way between WB Huntington Drive and EB Huntington Drive

DISCUSSION

On August 10, 2026, a Notice Inviting Proposals for an Engineering and Traffic Survey was published in accordance with City Council Resolution No. 7483, and RFP packages were posted on the City's website and sent to bid boards. On August 25, 2026, the City Clerk received six proposals with the following results:

Company Name	Rank	Cost Proposal
Willdan Engineering	1	\$39,800
W.G. Zimmerman Engineering	2	\$42,000
General Technologies and Solutions	3	\$44,080
Gibson Transportation Consulting	4	\$51,200
TJKM Transportation Consultants	5	\$59,210
Minagar & Associates	6	\$59,801

All proposals were evaluated based on the firm's qualifications, relevant experience, and the quality and completeness of their proposed approach. Following a thorough review and evaluation of the proposals received, staff determined that Willdan Engineering is the most qualified firm to provide the City's 2026 Engineering and Traffic Survey.

Willdan Engineering prepared the City's two most recent Engineering and Traffic Surveys in 2014 and 2019 and has provided the City with high-quality traffic engineering services. As a result of its prior work, Willdan Engineering has existing field documentation and familiarity with the City's roadway network, which will provide efficiencies in reviewing and evaluating the individual survey locations. Additionally, having prepared the City's two previous Surveys, Willdan Engineering is familiar with the City's requirements and the data presentation formats used in the prior reports, allowing the firm to efficiently prepare the 2026 Survey.

As a value-added service, Willdan Engineering also proposed reviewing three years of collision data to assist the City in determining whether the provisions of California Assembly Bill 43, including the authority under California Vehicle Code Section 22358.7 to reduce posted speed limits by 5 mph under specified circumstances, may be applicable to certain locations within the City. This additional analysis will provide the City with information to evaluate whether any existing speed limits may be eligible for adjustment under current State law.

Willdan Engineering's scope of services will include conducting radar speed surveys; documenting roadway and roadside conditions; reviewing and analyzing collision data; analyzing collected speed data to determine the 85th-percentile speeds; developing recommended speed limits; and preparing a final Engineering and Traffic Survey report in a format designed to meet applicable legal and judicial standards. In addition, Willdan Engineering will conduct 24-hour traffic counts at 99 locations on various arterial and collector streets throughout the City.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Funds in the amount of \$50,000 were budgeted in the Fiscal Year 2024-25 Capital Improvement Program for the Engineering and Traffic Survey. Measure M funds will be utilized for these Services.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with Willdan Engineering for the 2026 Engineering and Traffic Survey in the amount of \$39,800.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", written over a horizontal line.

Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
ENGINEERING SERVICES FOR 2026
ENGINEERING AND TRAFFIC SURVEY**

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 **Willdan Engineering**, a California Corporation, with its principal place of business at **13191 Crossroads Parkway North, Suite 405, City of Industry, CA 91746** (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: **Engineering Services for 2026 Engineering and Traffic Survey** (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 **THIRTY-NINE THOUSAND, EIGHT HUNDRED DOLLARS AND NO CENTS (\$39,000.00)**. 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. Term.

The term of this Agreement shall be from **date of execution** to **December 31, 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"). 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 by December 15, 2026. 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.

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)

(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.

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. City Material Requirements.

Consultant is hereby made aware of the City’s requirements regarding materials, as set forth in **Request for Proposals**, which are deemed to be a part of this Agreement.

16. 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.

17 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.

18 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.

19. Organization

Consultant shall assign **Nicolle Spann, as Project Manager**. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

20. Limitation of Agreement.

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

21. 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: Michael Kwok
Associate Civil Engineer

CONSULTANT:

Willdan Engineering
13191 Crossroads Parkway North, Suite 405
City of Industry, CA 91746
Attn: Nicolle, Spann

and shall be effective upon receipt thereof.

22. 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.

23. 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.

24. 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.

25. Severability

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

26. 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.

27. Non-Waiver

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

28. Time of Essence

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

29. 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.

30. 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 WILLDAN ENGINEERING**

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

CITY OF ARCADIA

WILLDAN ENGINEERING

By: _____
Dominic Lazzaretto
City Manager

By: _____
Title: _____
Printed Name: _____

ATTEST:

By: _____
City Clerk

By: _____
Title: _____
Printed Name: _____

APPROVED AS TO FORM:

CONCUR:

By: _____
Michael J. Maurer
City Attorney

Paul Cranmer
Assistant City Manager, Public Works
Services Director

EXHIBIT "A"

Scope of Services

The Scope of Services for the Engineering Services for 2026 Engineering and Traffic Survey, shall include, but are not limited to the following:

- obtaining citywide 24-hour vehicle volume counts, conducting radar surveys, reduction of the radar data to establish the 85th percentile, 10-mile per hour (MPH) pace, median speeds, and cumulative speed data, all on a court approved format.

24-Hour Vehicle Volume Counts

Vehicle volume counts shall be conducted at 99 locations per the map in Attachment B for a two-day period covering a Wednesday and a Thursday during the Santa Anita Horse Racing Season. With the Santa Anita Race Track holding its fall and winter/spring meets every Thursday through Sunday from September through November and end of December to June respectively, the traffic count data will cover a non-racing and a racing day. The two days shall be averaged for the final volume. Additional locations may be requested on a cost-per-location basis. The final version shall include a summary table listing the two-day volumes and the average for each location, a map with the final volumes shown, and a table comparing the 2019 counts to the most recent, with the changes. The Consultant shall be responsible for submitting the traffic volume data sheets and summary in two (2) hard copy booklet forms and a digital format.

Engineering & Traffic Survey

This will involve conducting radar surveys or approved equal speed surveys at 53 locations within the City. A sample of the suggested format was included in the Request for Proposals. If deemed necessary, additional locations may be requested by the City based on an agreed upon unit price. In addition, radar surveys shall be completed where new traffic signals or all-way stops will or have been added on streets/segments as follows:

- First Ave between Colorado Blvd and Santa Clara Street
- First Ave between California Street and Duarte Road
- Second Avenue between Huntington Drive and Duarte Road
- Centennial Way between WB Huntington Drive and EB Huntington Drive

The consultant shall comply with the California Vehicle Code, Section 40802, and particularly subparagraphs (A) and (B). The consultant shall also conduct all relevant POST certifications, speed measuring equipment tests and calibrations and shall provide the City with copies of said certifications, test, and calibrations.

The consultant shall also be responsible for submitting the resulting data on two hard copies as well as on an approved digital format. All data collection, report and subsequent presentations must be submitted to the City on/before December 15, 2026.

- Willdan Engineering's Scope of Services, as set forth in its Proposal submitted in response to the Request for Proposal for Engineering Services for the 2026 Engineering and Traffic Survey, is hereby incorporated into and made a part of this Agreement as Attachment "A" to Exhibit "A".



D. Proposed Method to Accomplish Work

Scope of Services

Willdan understands that the City of Arcadia is commissioning an Engineering and Traffic Survey (E&T) in order to establish and re-certify posted speed limits on 53 street segments throughout the City. This survey will be conducted in compliance with the provisions of the California Vehicle Code (CVC), which require that such surveys be updated every 5, 7 or 10 years (depending on specific conditions being met) to enable law enforcement agencies to perform radar enforcement.

Willdan's approach to this project begins with the kick-off meeting. At that meeting, we will discuss the project objectives, tasks, schedule, and information required from City staff such as past engineering and traffic surveys, collision history and records, and ADT data. After the kick-off meeting, Willdan will immediately call an internal team meeting, allocate needed resources, and begin the data collection process. Data collection will be performed:

- Wednesday and Thursday for ADT count data
- Weekday under off peak conditions for radar survey data
- On a non-holiday day
- In good weather
- While schools are still in session
- When racetrack is in season

Data collection will be completed no later than the end of November 2026. The data includes radar survey data collections; ADT's, reviewing existing segment conditions in addition to review of each segment's collision history. An analysis will be performed and completed in conjunction with the radar survey collection process. At a minimum, we anticipate completing 30 radar surveys counts per week.

The preliminary recommendations will present the information in table format and will clearly document the recommended speed limit and demonstrate the likelihood of the existing speed limit either changing or remaining unchanged. Once the preliminary recommendations have been submitted, Willdan will wait to receive approval from City staff before continuing to Task No. 6 for the segments and begin preparing the draft E&T report. As part of the preliminary review, Willdan will receive input from both City staff and Police and will discuss street segments whose proposed recommendations may be controversial for the community. Discussions will be had regarding the likelihood of recommendations changing should additional radar survey be collected for those segments.

Upon agreement on the preliminary recommendations by City staff and Willdan, we will proceed to Task No. 6 and submit the draft engineering and traffic survey to the City.

Once comments for the draft engineering and traffic survey have been received from City staff, Willdan's team will proceed with completion of the final engineering and traffic survey to be presented to Public Safety Committee and/or City Council.

Project Management and Kickoff

Immediately following authorization to proceed, Willdan will conduct a kickoff meeting with the City Engineer and designated staff to confirm the study locations, available 2019 data, current posted speed limits, recent roadway changes, locations of new signals/all-way stops, preferred report format, City review milestones, and communication protocols. We will establish a location control log so every count and speed-survey location can be tracked from field collection through final reporting.





Extension of City Staff

Willdan will manage the assignment as an extension of the Public Works Services Department, with Nicolle Spann serving as the City's single point of contact. Our team will independently manage the survey-location control log, field-data collection, subconsultant coordination, data completeness reviews, collision-data processing, technical analysis, and deliverable tracking. Routine technical and administrative matters will be resolved by Willdan without requiring City intervention; matters requiring City policy direction will be consolidated into concise decision items for efficient review. This approach minimizes demands on City staff while maintaining clear visibility into schedule, findings, and recommendations.

Task 1 – Project Initiation

Willdan will meet with City staff to discuss the project, identify unique conditions, establish contact with City staff, and establish a priority schedule for conducting data collection.

Information relevant to the project will also be exchanged at the meeting. Data requested of the City will include:

- Copy of the latest Engineering and Traffic Surveys
- Access to Statewide Integrated Traffic Records System (SWITRS) Reports or the City's traffic record system, for the last 3 years, in electronic format
- Citywide map electronic file

Willdan will provide samples of the Speed Survey Sheets, various Data Summary Sheets, Collision History Summary Sheet, and Summary of Recommendations Chart for pre-approval. A review of the current speed zone survey will be conducted with the attendees at the meetings to determine if it adequately addresses the survey requirements and to identify any known changes in the existing roadway system since the last survey was prepared.

Willdan will review State policies, including, and not limited to, California Assembly Bill (AB) 321 regarding the establishment of prima facie speed limits in school zones and surrounding school grounds.

At project initiation, Willdan will share with the City a KMZ map and segment list of the recommended E&T segments, to determine before data collection if any segments should be combined, removed, split, or added. Willdan will initiate the next tasks following City's approval of the segment list.

Task 2 – Field Review

Using the existing survey data for reference, a field inspection and assessment of each street segment will be conducted to determine traffic and roadway conditions that are not readily apparent to motorists. Existing speed limit postings and locations will be verified. Roadway and traffic conditions, major traffic control devices, adjacent land use, and pedestrian activity will be noted. Any changes in roadway conditions since the last survey was conducted will be identified and noted on the survey data sheets. Willdan Engineering will work with the City to evaluate unusual conditions on roadway segments. All field inspections will be made on weekdays when school is in session.

Task 2 Deliverables

- ✓ Street Segment Data Sheets for each segment

Task 3– Radar Speed Survey

Based on the RFP, Willdan will conduct radar speed surveys at the 53 E&T Survey locations identified by the City and at the four street segments specifically identified for new traffic signals or all-way stops:

- First Avenue between Colorado Boulevard and Santa Clara Street
- First Avenue between California Street and Duarte Road
- Second Avenue between Huntington Drive and Duarte Road
- Centennial Way between WB Huntington Drive and EB Huntington Drive

Task 3 Deliverables

- ✓ Radar Speed Survey Field Tally Sheets



At project initiation, Willdan will reconcile these locations against the City's final E&T segment list and 2019 survey records to identify any overlapping survey limits and confirm the final number of unique field survey locations before data collection begins. No required RFP location will be omitted. Additional locations subsequently requested by the City will be completed at the unit price provided in the Cost Proposal.

Radar speed surveys will be conducted under normal weekday traffic conditions and will not be performed on weekends; school or civic holidays; during congested peak-traffic periods; or during inclement weather. At each location, Willdan will target 200 vehicle-speed observations, with approximately 100 observations collected in each direction. No fewer than 50 observations will be collected, and the field measurement period will not exceed two hours per segment.

The collected data will be documented on field tally sheets identifying the survey date and time, street segment, direction of travel, weather and traffic conditions, and individual vehicle-speed observations. Data reduction will include the 85th-percentile speed, median speed, average speed, 10-mph pace, percentage of vehicles within the pace, and cumulative speed distribution in the City's approved format. Willdan and City Traffic Counters will maintain all applicable technician certifications and current speed-measuring equipment test and calibration documentation and will provide copies for inclusion in the City's project record and Final E&T Survey.

Task 4 – 24-hour Volume Counts

Willdan's subconsultant, City Traffic Counters will conduct 48-hour directional machine traffic volume counts at the 99 street locations identified by the City. The counts will be conducted on Wednesday and Thursday during the Santa Anita Horse Racing Season. The Wednesday counts will be the non-racing day, and Thursday counts the racing day. Directional traffic volumes will be recorded in hourly increments for each 24-hour period. The Wednesday and Thursday traffic volumes will be averaged to determine the final volume for each location that will be used in the E&T report, volume table, and map.

Willdan will prepare a traffic-count booklet documenting the two-day counts and the average daily volume at each of the 99 locations. The booklet will include the Wednesday and Thursday volumes, the calculated average volume, a comparison of the City's 2019 and 2026 traffic volumes showing changes at each location, and an updated citywide

CITY OF ARCADIA

DATE: 03/22/19 DAY: Friday TIME PERIOD: 10:00AM TO 10:47AM

FOR ROADWAY: BALDWIN AVENUE

SPEED	TOTAL VEHICLES SURVEYED		TOTAL
	NB	SB	
60	0	0	0
55	0	0	0
50	0	0	0
45	0	0	0
40	0	0	0
35	0	0	0
30	0	0	0
25	0	0	0
20	0	0	0
15	0	0	0
10	0	0	0
5	0	0	0
0	0	0	0
100	0	0	0
110	0	0	0
120	0	0	0
130	0	0	0
140	0	0	0
150	0	0	0
160	0	0	0
170	0	0	0
180	0	0	0
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360	0	0	0
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410	0	0	0
420	0	0	0
430	0	0	0
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3570	0	0	0
3580	0		

traffic-volume map. Two hard-copy booklets and a digital copy of the raw count data, summary tables, comparative analysis, and map will be provided to the City.

Task 5 – Analysis

For each street segment, collision records for the most recent 3-year period using the City's SWITRS or other automated collision reporting system will be reviewed and summarized. Collision rates will be calculated and compared with the State of California average collision rates for similar roadways and street segments. The results will be summarized on survey data sheets and in tabular form.

Value-Added Service: As an enhancement to the three-year collision analysis, Willdan will review the most recent five years of fatal and serious-injury collision data to identify and prioritize surveyed street segments that may qualify for designation as safety corridors under current California requirements. The results will be summarized in tabular form and will provide the City with the technical basis for considering potential safety-corridor designations. For segments formally designated by the City as safety corridors, Willdan will evaluate whether an additional 5-mph reduction is appropriate as part of the speed limit analysis, consistent with California Vehicle Code Section 22358.7.

The data gathered in the previous tasks will also be summarized on the survey data sheets. Each survey data sheet will contain all of the information necessary to determine the appropriate speed limit for each street segment surveyed.

After collection of all data above, the survey data sheets will be analyzed to determine the recommended speed limit based on the latest State requirements. The previous reasons given in the past E&T Survey for reducing speed limits will be considered when determining the recommended speed limits. The recommended speed limits will be provided on the survey data sheets and summarized in tabular form in the Report.

Task 5 Deliverables

- ✓ Summary of Recommendations Table
- ✓ Survey Data Sheets for each street segment
- ✓ Safety Corridor Matrix

No.	Street	From	To	Dist. (mi.)	ADT	Accident Rate***	Exp. Acc.	Posted Speed Limit	85th Speed	10 mi. Pace	% in Pace	Rec. Speed Limit	Comments
11	Colorado Blvd	Colorado St	Santa Anita Ave	0.6	7,200	2.39	0.21	35 **	36	28-37	69 %	35 **	Closest to 85th Speed
12	Colorado Blvd	Santa Anita Ave	Fifth Ave	0.6	9,646	2.39	0.16	35	40	29-38	73 %	35	*
13	Duarte Rd	West City Limit	Santa Anita Ave	2.15	21,378	1.44	0.50	35	42	33-42	84 %	35	*
14	Duarte Rd	Santa Anita Ave	East City Limit	0.83	19,903	1.44	0.22	35	41	31-40	73 %	35	*
15	El Monte Ave	Duarte Rd	South City Limit	1.53	7,119	2.39	0.00	35 **	40	32-41	82 %	35 **	*
16	First Ave	Diamond St	Las Flores Ave	1.35	4,828	2.39	0.00	35	36	27-36	74 %	35	Closest to 85th Speed
17	First Ave	Foothill Blvd	Huntington Dr	0.75	5,369	2.39	0.00	35	38	29-38	77 %	35	California MUTCD Option 2
18	Foothill Blvd	Michillinda Ave	Santa Anita Ave	2.08	23,403	1.44	0.02	45	44	35-44	72 %	45	Closest to 85th Speed
19	Foothill Blvd	Santa Anita Ave	East City Limit	0.6	30,032	1.83	0.41	35	37	28-37	74 %	35	Closest to 85th Speed
20	Golden West Ave	Huntington Dr	South City Limit	0.61	5,169	2.39	0.00	25	34	24-33	75 %	30	California MUTCD Option 2

* See "Segments with Special Conditions" Section for Comments
** 25 mph when children are present

*** Accident rate units: Collisions per One Million Vehicle Miles

10

2019 Engineering and Traffic Survey
City of Arcadia

Recommendation summary table prepared by Willdan for Arcadia's 2019 E&T Survey

Task 6 – Report Preparation

All of the tasks in this project will be documented to form the basis of the Final E&T Report. The Report will include a written explanation of "Realistic Speed Zoning" and the requirements for conducting speed zone surveys. The Report will document the methodology and procedures used for the survey, statistical analysis factors, field data collection description, collision history, results, and recommendations. It will also include excerpts from the California Vehicle Code that pertain to the establishment of speed limits.

The E&T Report will include a summary of recommendations and certification pages per City standard that are often useful in presentation of information to City Council and for use in the court system. A summary of recommendations will be prepared in chart form including the street name, street segment, existing speed limit, recommended speed limit, critical (85th percentile) speed, mean speed, 10-mile per hour pace range, percent in

Task 6 Deliverables

- ✓ Two (2) bound copies of the Final E&T Report
- ✓ One (1) Electronic Copy of the Final E&T Report



pace, date of survey, and reason for speed limit change from the 85th percentile. Willdan Engineering carefully constructs the recommendations summary to include clear descriptions of the application of “conditions not readily apparent to motorists” in order to facilitate consistent interpretation of the report by the court system. Other portions of the Report will include the Table of Contents, tables, figures, and appendices such as the survey data sheets for each roadway segment and certifications for radar equipment and technicians.

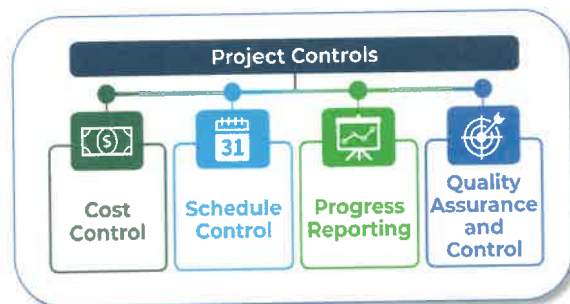
Two (2) copies of the Draft E&T Report will be prepared and delivered to the City for consideration by City staff. The Draft Report will include the recommended speed limits and a list of recommended speed limit increases and decreases as well as a color map of the recommended speed limits.

Following review and approval by City staff, two (2) bound copies of the Final E&T Report will be delivered to the City for approval by the City Council. The Final E&T Report will include the recommended speed limits and a list of recommended speed limit increases and decreases.

Task 7 – Meetings

For the purposes of this proposal, three (3) meetings with the City, and/or City Council, and Police Department are included. Additional meetings beyond this can be attended on an hourly basis based on Willdan Engineering’s standard hourly rates.

Quality Assurance/Quality Control



reports, and project resources schedule.



Cost Control. The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work.



Schedule Control. A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule.

Location 1

Section Lines: Orange Grove Avenue to Foothill Boulevard

Grade: -4.5%

City Classification: Major Arterial

Number of Lanes: 2 with left turn

Land Use: Single family residential

Date of Survey: 03/23/19

Section Length: 0.45 mi

Existing Speed Limit: 40 mph

Location	85th Percentile	10 mph Pace	No. of Samples	Percent in Pace
Baldwin Ave & Glendale Rd	43 mph	43	34	254

Street	Section	ADT	Accident Rate/ADT	Injury Accident Rate/ADT	Injury Accident Rate
Baldwin Avenue	Orange Grove Avenue to Foothill Boulevard	11,770	0.00	0.00	N/A

Recommendation: 40 mph

Very few differences: driveways only on east side of street; good visibility; straight road; 2-hour parking only on east side of street; no parking only on west side of street.

Purpose: Pursuant to the 2014 California Manual on Uniform Traffic Control Devices (MUTCD) and the California Vehicle Code (CVC), the speed limit should be established at the first five-mile nearest to the 85th percentile. The 85th percentile speed is 43 mph and would normally justify a 45 mph posted speed limit. However, Option 2 of the 2014 California MUTCD methodology for Engineering and Traffic Surveys is applied and the speed limit may be rounded down to the nearest 5 mph increment below the 85th percentile speed. It is recommended that the speed limit be posted at 40 mph for the above reason.

State Registration Number: TE 3341

City of Arcadia

Willdan Engineering

Segment sheet prepared by Willdan for Arcadia 2019 E&T Survey

Project Controls

Willdan’s project control system is designed to provide a coordinated effort between all task facets of a project in the framework of the pre-established master schedule, budget controls, and reporting system. The work breakdown structure subdivides the work into manageable segments and is the basis for our project managers’ project control plan. The work breakdown structure is tailored to specific project needs, but generally has typical elements, including codes to identify work segments and engineering disciplines, weekly



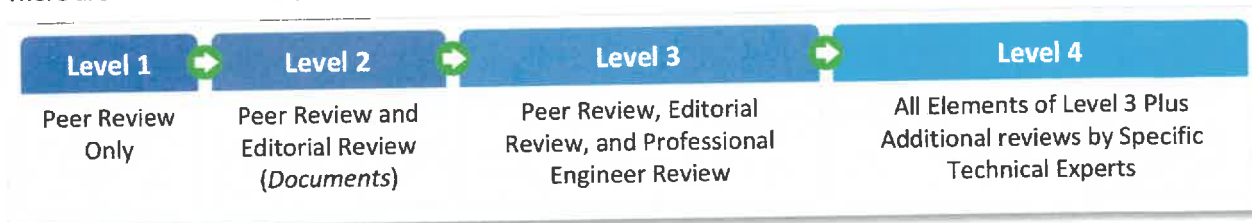
Progress Reporting. The submittal requirements and format for consistent monthly reporting of project costs and status will be confirmed with the City during the project start-up period. The status report will contain a project performance summary, action items, outstanding items to be resolved, an updated schedule, and a comparison and narrative of budgeted costs versus actual costs.



Quality Assurance and Control. Quality assurance and control procedures are critical to ensuring sound engineering practices and quality deliverables are produced for our clients. Willdan operates daily under a company-wide Quality Assurance/Quality Control (QA/QC) Program. In

accordance with Willdan's QA/QC Manual, a QA/QC officer is assigned to every contract. . Jeffrey Lau, PE, TE, ENV SP, will serve as Quality Assurance Manager independent of the day-to-day preparation of the E&T Survey. QA/QC reviews will occur at defined project milestones rather than only at final report production. Reviews will include: verification of the approved segment and count-location lists; completeness and reasonableness checks of radar and volume-count data; independent verification of speed-statistic calculations and collision-rate analyses; review of recommended speed limits against applicable CVC and CA MUTCD requirements; verification of engineering justification for deviations from the applicable speed statistic; and final review of certification pages, equipment documentation, maps, tables, and appendices before delivery to the City.

There are four levels of QA/QC review for project deliverables:



A final technical review will confirm that each surveyed segment is traceable from raw field data through the recommendation presented in the Final E&T Survey and that the report contains the documentation necessary to support City adoption and radar enforcement.



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.

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

The schedule of prices is attached as attachment "A" to this Exhibit "B".

Engineering Services for 2026 Engineering and Traffic Survey	-	\$39,800.00
Total Compensation	-	\$39,800.00

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

City of Arcadia

CITY OF ARCADIA

2026 ENGINEERING AND TRAFFIC SURVEY COST PROPOSAL

Willdan Engineering

Summary Task	Deputy Director	Senior Engineer II	Assistant Engineer III	Estimated Hours	Expenses	CTC (Subconsultant)	Estimated Cost
	\$284	\$217	\$175				
Task 1 - Project Initiation	1	2		3			\$718
Task 2 - Field Review		2	16	18	\$162		\$3,396
Task 3 - Radar Speed Survey		2	4	6		\$4,540	\$5,674
Hour Volume Counts		2	8	10		\$18,220	\$20,054
Task 5 - Analysis		8	8	16			\$3,136
Task 6 - Report Preparation		8	20	28			\$5,236
Task 7 - Meetings	1	6		7			\$1,586
Subtotal	2	30	56	88	\$162	\$22,760	\$39,800

EXHIBIT "C"

Activity Schedule

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

The term of this Agreement shall commence from the Notice to proceed up to and including December 31, 2026. **All tasks under Exhibit "A" shall be adhered to and executed accordingly by the completion date of December 15, 2026.**

DRAFT



HUMAN RESOURCES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Sairy Stepanian, Acting Human Resources Director

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH JL GROUP FOR
CONFIDENTIAL EMPLOYMENT MATTERS IN AN AMOUNT NOT TO
EXCEED \$46,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Human Resources Department ("HR") administers a range of sensitive, confidential, and legally mandated employment functions in support of the City's operating departments, including disability accommodation and interactive processes, leave management, employee relations, confidential personnel investigations, and other complex employment matters.

Given the specialized nature of certain employment matters, HR periodically requires supplemental professional expertise to support its internal resources. HR has identified a need for specialized professional services related to certain confidential employment matters, and JL Group has the requisite expertise and experience to provide these services to the City.

Accordingly, it is recommended that the City Council approve, authorize, and direct the City Manager to execute a Professional Services Agreement with JL Group for an amount not to exceed \$46,000.

DISCUSSION

The Human Resources Department administers a broad range of sensitive and confidential employment matters on behalf of the City. These responsibilities require

HR to ensure matters are handled thoroughly, objectively, timely, and in accordance with applicable federal and state laws, City policies, and established personnel practices.

Certain employment matters are unpredictable and may require immediate or continued attention. These matters can arise with little to no advance notice and may require a level of specialized attention or resources that extend beyond the routine administration of the City's Human Resources programs. The circumstances surrounding these matters can involve substantial records, multiple sources of information, competing considerations, and issues requiring careful review and documentation. Engaging an outside professional service provider in these circumstances provides additional capacity and subject-matter expertise, while supporting an impartial and comprehensive process.

Additionally, the City has a legal obligation to respond to certain employment matters in a timely and appropriate way. Prompt attention helps ensure relevant information is identified and preserved, involved parties have an appropriate opportunity to be heard, and potential workplace issues are addressed before they escalate. Specialized professional services provide the dedicated resources necessary to support the City in meeting these obligations while maintaining appropriate confidentiality, objectivity, and procedural integrity.

JL Group has previously provided similar services to the City and, through that experience, has developed a familiarity with the City's organizational structure, policies, and operational environment. Based on JL Group's subject-matter expertise and prior experience with the City, staff recommends retaining the firm to provide the specialized support necessary to assist with current confidential employment matters.

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 provision of professional services in relation to confidential employment matters will not exceed \$46,000. Sufficient funds have been budgeted in the Human Resources Department's Fiscal Year 2026-27 Operating Budget for these services.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with JL Group for confidential employment matters in an amount not to exceed \$46,000.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", written over a horizontal line.

Dominic Lazzaretto
City Manager

Attachment: Proposed Professional Services Agreement with JL Group, LLC

CITY OF ARCADIA
PROFESSIONAL SERVICES AGREEMENT REGARDING
CONFIDENTIAL EMPLOYMENT MATTERS

This Agreement is made and entered into as of October 7, 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 JL Group, a Limited Liability Corporation with its principal place of business at 30025 Alicia Parkway #327, Laguna Niguel, CA 92677 (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:

Confidential Employment Matters (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 \$46,000. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

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

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. Term.

The term of this Agreement shall be from October 7, 2026 to December 31, 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"). 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 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
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 Jeff Love 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

CONSULTANT:

JL Group, LLC

30025 Alicia Parkway #327

Laguna Niguel, CA 92677

Attn: Sairy Stepanian, Human Resources

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 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 JL GROUP, LLC**

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

CITY OF ARCADIA

JL Group, LLC

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Date: _____

Its: _____

ATTEST:

Printed Name

By: _____
City Clerk

Date: _____

APPROVED AS TO FORM

By: _____
Signature

By: _____
Michael Maurer
City Attorney

Its: _____

Printed Name

EXHIBIT A

Scope of Services

Professional services in relation to confidential employment matters.

DRAFT

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. Total amount not to exceed \$46,000.

DRAFT

DRAFT



ADMINISTRATIVE SERVICES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Henry Chen, Administrative Services Director
By: Wilson Luo, Information Technology Manager

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH SDI PRESENCE INC. FOR
INFORMATION TECHNOLOGY SUPPORT SERVICES
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The City's current contract with its Information Technology ("IT") Support Services consulting firm, SDI Presence Inc. ("SDI"), expires on November 30, 2026. In May 2026, the City issued a Request for Proposals ("RFP") for IT Support Services and received six (6) proposals in response. Staff from several departments evaluated the proposals based on the criteria established in the RFP. SDI Presence Inc. received the highest overall score.

It is recommended that the City Council award a Professional Services Agreement to SDI for an initial five-year term, with the option to extend the agreement for three additional one-year terms. The total cost for the initial 5-year term is \$3,106,798. Each optional extension is proposed to include a 3% annual increase.

BACKGROUND

Between 2015 and 2017, IT Support Services were provided to the City by two separate firms. During this period, an insufficient level of technical support was provided, which had a significant and detrimental impact on City operations. The City's IT infrastructure was not adequately maintained or updated, resulting in security vulnerabilities. Additionally, the City's information technology infrastructure and systems were not maintained in alignment with generally accepted standards

and best practices, resulting in an increasingly outdated and unstable technology environment.

As a result, the City identified a need for enhanced IT support services to provide greater continuity of operations, improved oversight, and more proactive management of the City's technology environment. In September 2017, the City awarded an IT Support Services contract to SDI Presence Inc. (formerly Scientia Consulting Group), replacing the previous IT Support Services provider. The transition was intended to provide greater stability and continuity of support for the City's IT systems, while also addressing identified operational and information security needs.

Following the successful performance of services under the initial interim agreement, the contract was extended in 2018. Subsequently, in 2019, a five-year IT Support Services contract, with the option for two additional one-year extensions, was awarded to SDI through a competitive process.

During the current contract term, the City's IT infrastructure was brought into alignment with current standards and best practices, and previously identified system deficiencies and information security vulnerabilities were addressed. Improvements were also made to system reliability, cybersecurity, network performance, and overall infrastructure management. In addition, a more proactive approach to maintenance, monitoring, and issue resolution was established, resulting in greater operational stability and continuity of critical IT services. The enhanced level of support has provided City staff with improved access to timely technical assistance and has contributed to a more secure, reliable, and sustainable IT environment.

Although the City has been satisfied with the services provided by SDI, it was considered prudent to solicit proposals from other qualified firms to evaluate available service providers and ensure that the City continues to receive high-quality, effective, and cost-competitive IT services.

DISCUSSION

In May 2026, the City issued an RFP to qualified firms for IT Support Services and published the proposal in accordance with City Council Resolution No. 7483. The City

received six (6) responsive proposals. The proposals were distributed to staff from the Police Department, Fire Department, and Administrative Services Department for review and evaluation. Representatives from the Police and Fire Departments were included in the evaluation process due to their significant utilization of IT services and the number of upcoming projects requiring significant IT support.

The review committee evaluated each proposal based on the criteria established in the RFP, including the proposer's qualifications and experience, understanding of the City's IT support requirements, proposed approach and methodology, level of technical expertise, ability to provide responsive and reliable support, and overall cost. Consideration was also given to the proposer's demonstrated experience in supporting municipal entities of similar size and its experience providing specialized IT services for public safety departments.

Following the initial evaluation of the written proposals, the two highest-ranked firms, SDI Presence Inc. and ConsultAdd, were invited to interview regarding their qualifications, service approach, staffing, and technical capabilities. Particular consideration was given to each firm's ability to support the Police Department in meeting new mandatory Criminal Justice Information Services ("CJIS") requirements and in supporting the implementation of its new Records Management System and Computer-Aided Dispatch ("RMS/CAD") system. Information obtained during the interviews was incorporated into the overall evaluation and considered in determining each firm's qualifications and suitability to provide IT Support Services to the City.

The evaluation process resulted in the following overall score summary as noted in the table below.

Name of Firm	Scoring
SDI Presence Inc.	91.5
ConsultAdd Inc.	85.5
Knight Communication Inc.	84.8
Infinity Technologies	84.5
Amick Brown	81.5
GEM Team	75.5

While cost was an important component of proposal evaluation, it was not the primary factor used in the scoring and selection of the recommended firm. Consideration was given to the firm's qualifications, experience, technical capabilities, level of service, and demonstrated ability to meet the City's IT needs. The overall value and quality of the services proposed were evaluated in conjunction with the associated costs to ensure that the recommendation represented the best value to the City. The pricing submitted by the firms is presented below:

Company	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Amick Brown *	\$405,000	\$435,000	\$475,000	\$500,000	\$500,000	\$2,315,000
ConsultAdd *	\$415,000	\$425,375	\$436,009	\$446,910	\$458,082	\$2,181,376
GEM Team *	\$525,000	\$540,750	\$556,972	\$573,681	\$590,891	\$2,787,294
Infinity Technologies *	\$802,536	\$802,536	\$802,536	\$802,536	\$802,536	\$4,012,680
Knight Communication Inc. *	\$498,000	\$512,940	\$528,328	\$544,178	\$560,503	\$2,642,949
SDI Presence Inc.	\$585,180	\$602,735	\$620,817	\$639,441	\$658,625	\$3,106,798

** Amount includes base pricing only. Based on service level needs, there are expected additional billings based on their proposals that are not incorporated.*

The lowest-priced proposal was submitted by ConsultAdd, which received the second-highest overall score during the evaluation process. The proposal presented a well-defined service plan that generally addressed the City's anticipated IT service needs. ConsultAdd's client base included several public-sector agencies; however, its municipal experience was primarily focused on county agencies and school districts.

During the interview process, it was determined that, although general municipal IT experience was demonstrated, ConsultAdd's experience with public safety was limited. Almost all of ConsultAdd's client base did not have a public safety component so they had limited experience with public safety applications and requirements. Additionally, ConsultAdd did not demonstrate familiarity with the FBI's CJIS requirements applicable to local public safety agencies. And although a Southern California office was maintained to provide local day-to-day support, higher-level network and server administration would be provided by personnel based in the firm's East Coast offices.

It was also determined during the interview process that the proposal did not include unlimited 24/7 staffing or planned after-hours project support. Authorized planned or non-emergency after-hours work would be billed at 1.5 times the applicable project rate-card rate. As a result, the limitations on after-hours and project support, together with the additional fees associated with advanced technical

services and project-related work, could result in costs significantly exceeding the initial proposed price and may present operational issues for the City.

The highest rated proposal was submitted by SDI, who has served as the City's IT Support Services provider for the past nine years. During this period, SDI has developed extensive familiarity with the City's technology environment and has provided ongoing support for critical IT infrastructure and public safety systems. SDI's client portfolio also includes numerous local public agencies with public safety operations, providing relevant experience with mission-critical applications such as CAD and RMS, as well as compliance with FBI CJIS requirements.

SDI's proposal includes 24-hour, seven-day-a-week, 365-day-a-year support as part of its standard service model. In addition, the firm's performance during the current contract has demonstrated responsive after-hours support, including rapid response to urgent service requests. SDI has also provided guidance and assistance on various IT projects without additional charges to the City.

SDI's proposal was positioned in the mid-range of the proposals received with respect to overall cost. However, the proposed pricing should be considered in the context of the broader scope of services and technology solutions included within the proposal. Several costs that are currently incurred as standalone expenditures for security would be consolidated through a package of solutions that would enhance the City's existing security software portfolio. In addition, the City's Geographic Information System ("GIS") services would be incorporated into the overall proposed IT Support Services solution rather than being maintained as a separate service. The implementation of the new security services included in SDI's proposal will enhance the City's security capabilities and facilitate compliance with applicable cybersecurity requirements, which may result in a reduction in the cost of the City's cybersecurity insurance.

While the costs reflected in the ConsultAdd proposal initially appeared lower than those proposed by SDI, the evaluation identified significant differences in the scope and level of services included in each proposal. Under the ConsultAdd proposal, basic IT services were included; however, several additional features and services were identified as add-on services that would be billed separately. As a result, the initial cost proposal did not provide a complete representation of the costs associated with the level of service and functionality required by the City. When the additional

services and associated costs were taken into consideration, a more comprehensive and equitable comparison of the two finalists was made. The table below provides a comparison of the proposed costs for the two finalist firms and reflects a more realistic assessment of the total anticipated costs for the services and features required by the City.

For example, during Fiscal Year 2025–26, approximately 320 hours of after-hours support were required by the City. Of these hours, approximately 64 hours, or 20 percent, would be considered Tier 1 support and would be included within the basic support contract. The remaining 256 hours, or approximately 80 percent, would be considered Tier 2 support and would be subject to additional billable charges under ConsultAdd’s proposed service model. To facilitate a more equitable comparison, ConsultAdd was contacted regarding the additional services included in SDI Presence Inc.’s proposal and their response was incorporated to adjust the expected overall cost for the level of service from each firm.

Support Features	ConsultAdd	SDI
Base Level Support Package	\$ 415,000	\$ 585,180
GIS Consultant 900 hrs @ \$100/hr	90,000	Included
Network Support (Tier 1)	Included	Included
Network Support (Tier 2) - 64 hours @ \$155/hr	9,920	Included
Security Support (Tier 1)	Included	Included
Security Support (Tier 2) - 105 hours @ \$165/hr	17,325	Included
Server and Cloud Backup Support (Tier 1)	Included	Included
Server and Cloud Backup Support (Tier 2) - 96 hours @ \$125/hr	12,000	Included
Email and Desktop Security Software	19,120	Included
Annual After-Hour Support (Tier 1)	Included	Included
Annual After-Hour Support (Tier 2) - 256 hours @ \$145/hr	37,120	Included
SQL Admin Services - 30 hours @ \$165/hr	4,950	included
Total	\$ 605,435	\$585,180

The qualifications necessary to provide network infrastructure management and routine Help Desk support were generally demonstrated by all firms that submitted proposals. However, differences were identified in the approaches proposed for delivering the required level of service, including the number and composition of on-site staff, the availability and depth of back-end technical support, and the remote support systems and resources to be utilized.

The City's technology environment is supported by a complex network infrastructure, a robust virtualization platform, and numerous databases that require advanced programming, engineering, and system design capabilities. Through the engagement of a full-service IT provider such as SDI, access to a broad range of specialized technical expertise can be provided without the need to separately procure each area of expertise. This consolidated service model is expected to provide greater flexibility, improve access to specialized resources, and result in potential cost efficiencies for the City.

Based on the overall evaluation of qualifications, experience, service approach, technical capabilities, staffing resources, and cost, SDI Presence Inc. received the highest overall score and was determined to provide the best overall value and most comprehensive solution for the City. SDI's demonstrated familiarity with the City's IT environment, experience supporting municipal and public safety operations, dedicated on-site staffing, and specialized technical resources, were determined to provide significant advantages in meeting the City's current and anticipated IT needs. The proposed service model will also provide greater access to specialized technical expertise while consolidating certain services and security solutions, thereby maximizing the value of the City's existing technology investments and supporting a secure, reliable, and sustainable IT environment.

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 proposed Professional Services Agreement totals \$3,106,798 over the five-year term. Funding for the first year of the agreement is included in the Fiscal Year 2026–27 Operating Budget. Funding for the remaining years of the agreement will be requested as part of the City's annual budget development process.

RECOMMENDATION

It is recommended that the City Council find that this action is not a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a Professional Services Agreement with SDI Presence Inc. for Information Technology Support Services in the amount of \$3,106,798 for an initial five year term, with the option to extend for three additional one-year terms, subject to a three percent (3%) annual increase.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", written over a horizontal line.

Dominic Lazzaretto
City Manager



PUBLIC WORKS SERVICES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Assistant City Manager / Public Works Services Director
By: Michael Kwok, Associate Civil Engineer

SUBJECT: CONTRACT WITH GRBCON, INC. FOR THE SEWER MAIN REPLACEMENT PROGRAM IN THE AMOUNT OF \$1,054,543, WITH A 10% CONTINGENCY
CEQA: Exempt
Recommendation: Approve

SUMMARY

The Fiscal Year 2025-26 Capital Improvement Program Budget provides funding for the replacement of existing 8-inch and 10-inch sewer mains with 12-inch sewer mains, along Santa Anita Avenue, between Christina Street and the alley north of El Dorado Street. The improvements are intended to accommodate future sewer demand and reduce potential sewer spills.

To obtain competitive pricing and ensure quality service, the City conducted a formal competitive bidding process for the project. GRBCON, Inc. submitted the lowest responsive bid. It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with GRBCON, Inc. for the Sewer Main Replacement Program in the amount of \$1,054,543, with a 10% contingency.

BACKGROUND

In 2006, the State Water Resources Control Board adopted the Waste Discharge Requirements Program for publicly owned sanitary sewer collection systems in California with more than one mile of sewer pipeline. Under this program, the City is required to develop and implement a Sewer System Management Plan ("SSMP").

The SSMP establishes routine preventative operation and maintenance activities designed to support the City's goal of preventing sanitary sewer overflows. These activities include annual inspections, routine sewer main cleaning, repair of damaged or deteriorated sewer infrastructure, and replacement of sewer mains operating above their design capacity.

The City of Arcadia's 2022 Sewer Master Plan Study identified and prioritized segments of sanitary sewer system that are operating at or above their design capacity. Several segments along Santa Anita Avenue were identified as inadequate to accommodate current peak flows. Anticipated development along Santa Anita Avenue is expected to generate additional sewer flows, further increasing demand on the system and the potential for sewer backups and overflows.

To address these capacity deficiencies, the existing 8-inch and 10-inch sewer mains along Santa Anita Avenue, between Christina Street and the alley north of El Dorado Street, will be replaced with new 12-inch sewer mains. The larger-diameter sewer mains will provide additional capacity to accommodate peak flows and reduce the potential for sewer backups.

The project will utilize in-ground pipe bursting to replace the existing sewer mains. This trenchless construction method will minimize the amount of excavation required and reduce impacts to traffic along Santa Anita Avenue during construction. Construction is anticipated to begin in December and is expected to take approximately three months to complete. A Project Location Map is provided as Exhibit "A".

DISCUSSION

A Notice Inviting Bids was published on August 10, 2026, in accordance with City Council Resolution No. 7483, and bid packages were provided to contractors that perform this type of work. On September 1, 2026, the City Clerk received five bids with the following results:

Bidder	Location	Bid Amount
GRBCON, Inc.	Baldwin Park, CA	\$ 1,054,543
Torres Sanitation Systems Const.	South Gate, CA	\$ 1,074,500
Ramona, Inc.	Baldwin Park, CA	\$ 1,242,000

Award Sewer Main Replacement Program

October 6, 2026

Page 3 of 4

Bidder	Location	Bid Amount
We R Builders, Inc.	Riverside, CA	\$ 1,379,000
T.E. Roberts, Inc.	Irvine, CA	\$ 1,402,303

All bid documents were reviewed for content, and the contractor's background was investigated. Based on the review, it was determined that GRBCON, Inc. is the lowest responsive bidder and is qualified to complete the project as defined in the bid documents. GRBCON, Inc. has successfully completed similar projects on time and within budget for Arcadia as well as the Cities of Alhambra and West Covina.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

Funds in the amount of \$1,350,000 have been budgeted in the FY 2025-26 Capital Improvement Program for the Sewer Main Replacement Program. The total construction cost for this project is \$1,054,543. A 10% construction contingency would bring the total cost to \$1,159,997.30, which is within the adopted budget.

RECOMMENDATION

It is recommended the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a contract with GRBCON, Inc. for the Sewer Main Replacement Program in the amount of \$1,054,543, with a 10% contingency.

Approved:



Dominic Lazzaretto
City Manager

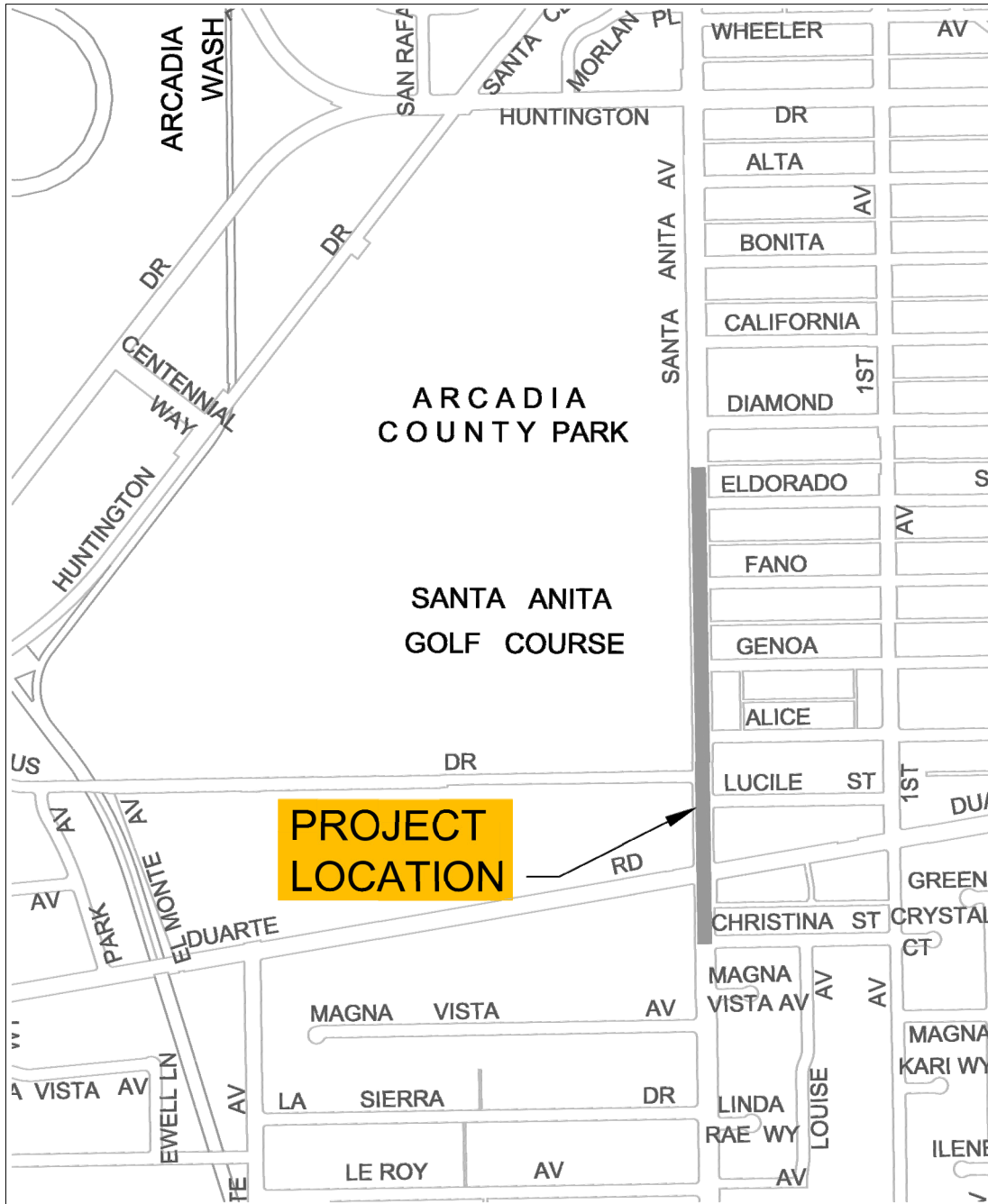
Award Sewer Main Replacement Program
October 6, 2026
Page 4 of 4

Attachments: Exhibit "A" - Project Location Map
Proposed Contract



EXHIBIT "A"

SEWER MAIN REPLACEMENT PROGRAM



PROJECT LOCATION MAP

CITY OF ARCADIA

**SEWER MAIN REPLACEMENT PROGRAM
PROJECT NO.: 33861626**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
GRBCON, INC.**

CONTRACT FOR THE CITY OF ARCADIA

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Arcadia, sometimes hereinafter called "City," and **GRBCON, INC.**, sometimes hereinafter called "Contractor."

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

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

Sewer Main Replacement Program / Project No.: 33861626

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

B. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **90 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **ONE MILLION, FIFTY-FOUR THOUSAND, FIVE HUNDRED FORTY-THREE DOLLARS AND NO CENTS (\$1,054,543.00)**. Payment shall be made as set forth in the General Conditions.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

GRBCCON, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney

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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
☐ General

Number of Pages

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

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

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 ☐ General

Number of Pages

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

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above



CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Assistant City Manager/Public Works Services Director
By: Ryan Huey, Associate Civil Engineer

SUBJECT: CONTRACT WITH ILB ELECTRIC FOR THE TRAFFIC SIGNAL UPGRADES AND FIBER NETWORK EXTENSIONS PROJECT IN THE AMOUNT OF \$709,478, WITH A 10% CONTINGENCY

CEQA: Exempt

Recommendation: Approve

SUMMARY

The Public Works Services Department ("PWSD") is responsible for the operation and maintenance of the traffic signal, electrical, and fiber optic network infrastructure. The PWSD is preparing to conduct traffic signal upgrades and fiber network extensions to replace outdated equipment and address system inefficiencies. To ensure that the City is receiving the most competitive price and quality service for this work, a formal bid process was undertaken. Following the competitive bidding process, Elecnor Belco Electric, Inc. submitted the lowest responsive bid. Within five working days after the bid opening, Elecnor Belco Electric, Inc. formally withdrew their low bid. As a result of the bid withdrawal, ILB Electric, is the next lowest responsive bidder.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with ILB Electric for the Traffic Signal Upgrades and Fiber Network Extensions Project in the amount of \$709,478, with a 10% contingency.

BACKGROUND

In 2004, the City of Arcadia completed an Intelligent Transportation Systems ("ITS") Master Plan to establish a short- and long-range traffic management program with

Traffic Signal Upgrades and Fiber Network Extensions Project

October 6, 2026

Page 2 of 4

ITS integration. The ITS Master Plan was developed with the goal of improving the City's traffic flow management, signal system control and operations, incident management, signal system optimization, and traffic data collection. Over the years, the City has prioritized and implemented elements of the ITS Master Plan through various Capital Improvement Program projects. As part of these efforts, the Traffic Signal Upgrades and Fiber Network Extensions Project will include the following improvements:

- Traffic signal upgrades at Baldwin Avenue and Las Tunas Drive
- Fiber network extensions for traffic signal communication along Las Tunas Drive from Baldwin Avenue to El Monte Avenue
- Fiber network extensions for lighting communication along Huntington Drive from Santa Clara Street to Second Avenue

The improvements include the installation of new traffic signal poles, vehicle heads, pedestrian heads, pedestrian push buttons, pull boxes, loop detectors, CCTV and video detection cameras, conduit, wiring, fiber optic cable, and other traffic signal related equipment. The traffic signal upgrades will replace outdated equipment with new equipment to improve reliability, pedestrian safety, and extend its service life. Additionally, fiber optic cable is an important component of the City's public infrastructure systems, supporting communication between City staff and field equipment. The proposed fiber network extensions will improve system connectivity and allow City staff to remotely monitor and address unexpected issues, reducing system downtime and improving operational efficiency.

DISCUSSION

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were provided to contractors that perform this type of work. On August 27, 2026, the City Clerk received eight bids with the following results:

Rank	CONTRACTOR	Location	AMOUNT
1.	Elecnor Belco Electric, Inc.	Chino	\$678,592.00*
2.	ILB Electric	Corona	\$709,478.00
3.	Alfaro Communications Construction, Inc.	Compton	\$729,574.20
4.	California Professional Engineering, Inc.	La Puente	\$756,192.00

5.	Crosstown Electrical & Data, Inc.	Irwindale	\$767,615.00
6.	Select Electric, Inc.	Anaheim	\$775,000.00
7.	PTM General Engineering Services, Inc.	Riverside	\$800,880.00
8.	DBX Inc.	Temecula	\$837,888.00

***Elecnor Belco Electric, Inc. withdrew their bid due to a clerical error.**

All bid documents were reviewed for content, and the contractor's background and recent projects were investigated. During the evaluation of the bids, Elecnor Belco Electric, Inc. withdrew their bid due to a clerical error. As a result, ILB Electric was determined to be the lowest responsive bidder. ILB Electric has successfully completed similar traffic signal and electrical projects for other local and state agencies.

ENVIRONMENTAL ANALYSIS

This project is categorically exempt pursuant to the California Environmental Quality Act ("CEQA") under Section 15301 (Class 1: Existing Facilities), Section 15302 (Class 2: Replacement or Reconstruction), and Section 15303 (Class 3: New Construction or Conversion of Small Structures), as the project involves the replacement of existing facilities, and limited installation of new, small structures related to the traffic signal, fiber optic, and electrical system, with no expansion of use.

FISCAL IMPACT

A portion of Measure M Funds in the amount of \$300,000 have been budgeted in the Fiscal Year 2022-23 Capital Improvement Program for the Live Oak Avenue and Las Tunas Drive Corridor Traffic Signal Improvements. Measure M Funds in the amount of \$500,000 have been budgeted in the Fiscal Year 2025-26 Capital Improvement Program for the Fiber Network Extension – Huntington Drive and Las Tunas Drive Project. The total cost for this project is \$709,478, and a 10% contingency would bring the total cost to \$780,425.80, which is within the budgeted amounts.

RECOMMENDATION

It is recommended that the City Council determine that this project is categorically exempt under the California Environmental Quality Act ("CEQA"); and approve,

Traffic Signal Upgrades and Fiber Network Extensions Project
October 6, 2026
Page 4 of 4

authorize, and direct the City Manager to execute a contract with ILB Electric for the Traffic Signal Upgrades and Fiber Network Extensions Project in the amount of \$709,478, with a 10% contingency.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", written over a horizontal line.

Dominic Lazzaretto
City Manager

Attachment: Exhibit "A" Project Location Map
Proposed Contract

Traffic Signal Upgrades and Fiber Network Extensions

Project No.: 41852326

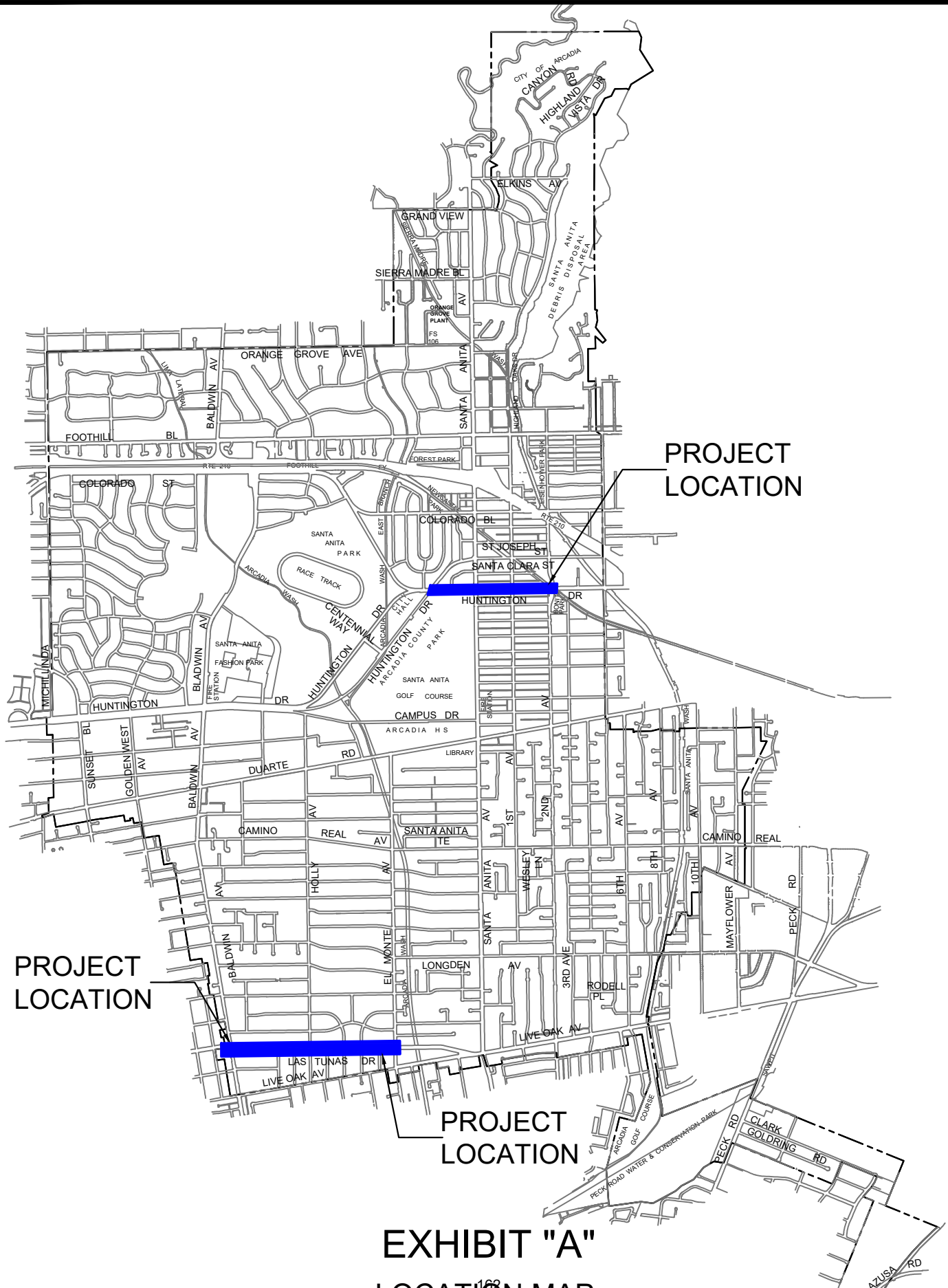


EXHIBIT "A"

LOCATION MAP
NOT TO SCALE

CITY OF ARCADIA

TRAFFIC SIGNAL UPGRADES AND FIBER NETWORK EXTENSIONS

PROJECT NO. 41852326

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
ILB ELECTRIC**

CONTRACT

This CONTRACT, No. _____ is made and entered into this _____ day of _____, _____, by and between City of Arcadia, sometimes hereinafter called "City," and **ILB Electric**, sometimes hereinafter called "Contractor."

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

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

TRAFFIC SIGNAL UPGRADES AND FIBER NETWORK EXTENSIONS

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

b. **TIME FOR COMPLETION.** Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **90 working days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

c. **CONTRACT PRICE.** The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **SEVEN HUNDRED NINE THOUSAND, FOUR HUNDRED SEVENTY EIGHT Dollars (\$709,478)**. Payment shall be made as set forth in the General Conditions.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

ILB ELECTRIC

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney

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

END OF CONTRACT

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

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

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
 ☐ General

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

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

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above



PUBLIC WORKS SERVICES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Assistant City Manager/Public Works Services Director
By: Tiffany Lee, Principal Civil Engineer

SUBJECT: CONTRACT WITH SOUTH WEST PUMP & DRILLING, INC. FOR THE
GOLDRING WELL DRILLING PROJECT IN THE AMOUNT OF \$2,274,647,
WITH A 10% CONTINGENCY
**CEQA: Mitigated Negative Declaration / Notice of Determination
Filed**
Recommendation: Approve

SUMMARY

To enhance the existing water supply infrastructure, Arcadia is partnering with the City of Sierra Madre to construct a new water supply well within the Arcadia Public Works Services Department Yard. To ensure the City is receiving the most competitive prices and quality service for this work, the Public Works Services Department ("PWSD") conducted a formal bid process. South West Pump & Drilling, Inc. submitted the lowest responsive bid.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with South West Pump & Drilling, Inc. for the Goldring Well Drilling Project in the amount of \$2,274,647, with a 10% contingency.

BACKGROUND

The City provides water to over 57,000 residents, primarily with water pumped from the Main San Gabriel Basin, West Raymond Basin, and the East Raymond Basin. To enhance the existing water supply infrastructure, Arcadia is partnering with the City of Sierra Madre to construct a new water supply well (Goldring Well) in the Main San Gabriel Basin.

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

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

The Goldring Well and PFAS Treatment Project consists of constructing a new groundwater production well, PFAS treatment plant, 30,000-gallon backwash tank with a 4-inch diameter sewer pipeline, 12-inch diameter ductile iron water main, and a 30-inch diameter Reinforced Concrete Pipe ("RCP") pump-to-waste storm drain pipeline.

To minimize project costs and mitigate the extended lead time associated with procuring Ion Exchange ("IX") adsorption systems, PWSD staff elected to procure the IX adsorption treatment system separately and provide the equipment to the installation contractor. On December 2, 2025, the City Council approved a Professional Services Agreement with AqueoUSVETS LLC for the purchase of IX adsorption treatment vessels.

The water, sewer, and storm drain pipelines have been constructed. This phase of the project consists of drilling the Goldring Well. Installation of the well equipment and PFAS treatment system will be performed through a separate contract. To ensure the City is receiving the most competitive prices and quality service for this work, the PWSD conducted a formal bid process.

DISCUSSION

A Notice Inviting Bids was published in accordance with City Council Resolution No. 7483, and bid packages were distributed to contractors that perform this type of work. On September 1, 2026, the City Clerk received five sealed bids with the following results:

<u>Bidder</u>	<u>Location</u>	<u>Bid Amount</u>
South West Pump & Drilling, Inc.	Coachella, CA	\$ 2,274,647
Best Drilling and Pump, Inc.	Colton, CA	\$ 2,348,497
Layne Christensen Company	Redlands, CA	\$ 2,414,604
Zim Industries, Inc.	Bakersfield, CA	\$ 2,849,396
Nor-Cal Pump & Well Drilling, Inc.	Yuba City, CA	\$ 2,868,550

Bid documents and the contractor's background were investigated. Based on that review, it has been determined that South West Pump & Drilling, Inc. is the lowest responsive bidder for this work and is qualified to complete the project as defined in the bid documents. South West Pump & Drilling, Inc. has successfully completed similar projects for the Cities of Orange, Tustin, and Big Bear Lake, and the Western Municipal Water District, Rancho California Water District, and Beaumont-Cherry Valley Water District.

ENVIRONMENTAL ANALYSIS

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

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

FISCAL IMPACT

Funds in the amount of \$7.0 million have been budgeted in the Fiscal Year 2024-25 Capital Improvement Program for the construction of the new Goldring Well and Treatment System.

On December 2, 2025, the City Council approved a Professional Services Agreement with AqueoUSVETS LLC for the purchase of IX adsorption treatment vessels in the amount of \$1,010,801.95. Following this expenditure, \$5,989,198.05 remains available in the CIP budget for the construction phases of the project.

The total cost for the Project is \$2,274,647, and with a 10% contingency, the total project cost is \$2,502,111.70. The City of Arcadia's cost share, including the contingency, is \$1,251,055.85.

RECOMMENDATION

It is recommended that the City Council determine that the California Environmental Quality Act ("CEQA") process for the Goldring Well and PFAS Treatment Project has been completed in accordance with CEQA; and approve, authorize, and direct the City Manager to execute a contract with South West Pump & Drilling, Inc. for the Goldring Well Drilling Project in the amount of \$2,274,647, with a 10% contingency.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", is written over a horizontal line.

Dominic Lazzaretto
City Manager

Award Goldring Well Drilling Project
October 6, 2026
Page 5 of 5

Attachments: Exhibit "A" - Project Location Map
Proposed Contract

Goldring Well Drilling Project

Project No.: 72862625

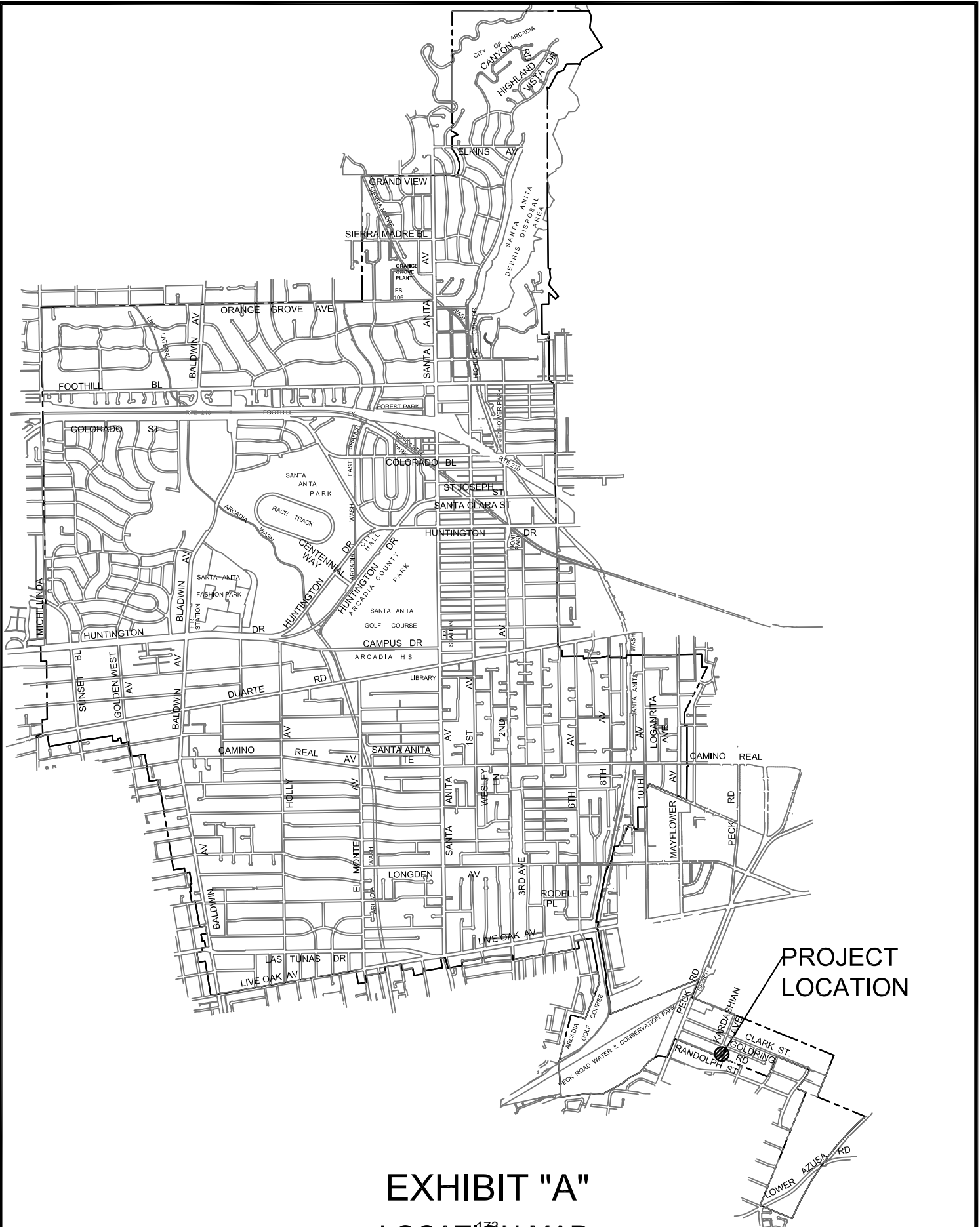


EXHIBIT "A"

LOCATION MAP
NOT TO SCALE

CITY OF ARCADIA

**CONSTRUCTION OF GOLDRING WELL PROJECT
PROJECT No. 72862625**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
SOUTH WEST PUMP & DRILLING, INC.**

CONTRACT FOR THE CITY OF ARCADIA

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Arcadia, sometimes hereinafter called "City," and **South West Pump & Drilling, Inc.**, sometimes hereinafter called "Contractor."

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

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

Construction of Goldring Well Project Project No. 72862625

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

B. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **ONE HUNDRED AND FORTY (140) CALENDAR DAYS** calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **TWO MILLION, TWO HUNDRED SEVENTY-FOUR THOUSAND, SIX HUNDRED FORTY-SEVEN DOLLARS AND NO CENTS (\$2,274,647.00)**. Payment shall be made as set forth in the General Conditions.

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

SOUTH WEST PUMP & DRILLING, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney

(CONTRACTOR'S SIGNATURES MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED)

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

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

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above



PUBLIC WORKS SERVICES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Assistant City Manager/Public Works Services Director
By: Dave Thompson, Streets Superintendent
Daniel Vargas, Senior Management Analyst

SUBJECT: CONTRACT WITH WEST COAST ARBORISTS, INC. FOR ANNUAL TREE TRIMMING SERVICES, TREE REMOVAL, AND REPLACEMENT IN THE AMOUNT OF \$451,547
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Public Works Services Department ("PWSD") is responsible for the care and maintenance of approximately 15,300 trees located throughout the City, including trees within City parks, rights-of-way, medians, and public facilities. To ensure the City receives high-quality professional tree services at competitive pricing, the PWSD evaluated available contracting options. Following this review, the PWSD determined that participating in a competitively bid contract through a cooperative "piggyback" procurement process would provide an efficient and cost-effective means of obtaining the required services.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a contract with West Coast Arborists, Inc. ("WCA") for annual tree trimming services, tree removal, and replacement in the amount of \$451,547, with the option of two one-year extensions. It is further recommended that the City Council delegate the authority to approve future extensions under this agreement to the City Manager, without having to return to the City Council for subsequent approval, provided that any changes to the financial terms stay within standard inflationary limits.

BACKGROUND

The Public Works Services Department is responsible for the care and maintenance of approximately 15,300 trees located in City parks, rights-of-way, medians, and public facilities throughout the City. To maintain the City's Urban Forest, an annual Tree Trimming Grid Program was created to ensure that all City trees are trimmed once every four years. This preventative maintenance program provides for the general upkeep of the existing tree inventory and allows for tree removal and replacement. The annual tree trimming, removal, and replacement program help protect residents and visitors traveling on City streets by minimizing the likelihood of fallen tree limbs due to overgrowth and decay.

DISCUSSION

The City's purchasing rules and procedures allow the City to "piggyback" onto, or join, an existing written purchase contract obtained through a competitive bidding process that is prepared and awarded by another local, state, or federal government agency. On February 24, 2025, the City of La Verne issued a competitive Request for Proposals solicitation for Tree Maintenance and Arborist Services.

On June 16, 2025, the City of La Verne awarded a contract to WCA for a five-year period and has allowed other agencies the opportunity to piggyback and award a contract at the same prices and terms. Through the piggyback process, the PWSD was able to procure the grid trimming cost per tree at \$100, plus competitive pricing for other contract items such as emergency crew response, various species of Palm tree trimmings, large tree removal, and special service request trimmings that may not be in the annual grid trim area.

PWSD explored possible contract options, and it was determined that piggybacking on the competitive pricing bid with the City of La Verne would be the lowest cost option to meet both the City's annual tree trimming service needs and prevailing wage requirements, for a total contract cost of \$401,547. This contract cost represents nearly a 2.11% decrease compared to the existing contract amount of \$410,192.40. This decrease is primarily due to lower proposed rates for various tree trimming services. The table below highlights some of the services with reduced rates.

Contract for Annual Tree Trimming Services

October 6, 2026

Page 3 of 4

Tree Trimming Service	Current WCA Rate	Proposed WCA Rate
Ficus Tree Pruning	\$423.30	\$345.00
Mexican Fan Palm Pruning	\$95.50	\$75.00
Date Palm Pruning	\$229.85	\$225.00
Queen/King Palm Pruning	\$94.40	\$50.00

Additionally, to prevent damaged and diseased trees from falling and causing damage, the Fiscal Year 2026-27 Capital Improvement Program Budget includes \$50,000 for the removal and replacement of diseased and decaying trees. The contract will include annual tree trimming services and tree removal and replacement for \$451,547.

WCA has extensive experience providing tree maintenance and management services, with more than 40 years of experience in the tree care industry. WCA is the City of Arcadia's current tree trimming contractor and has provided the City with reliable and high-quality services for the past three years. WCA currently provides tree maintenance services to several Southern California municipalities, including the Cities of Duarte, Sierra Madre, Glendora, Monrovia, and Temple City.

In addition to performing services under the City's Annual Tree Trimming Grid and Tree Removal and Replacement programs, WCA has provided the City with access to its proprietary tree inventory and management software, ArborAccess. The software maintains detailed information on more than 15,300 City trees, including tree species, size, condition, location, and maintenance history. This comprehensive tree inventory and data management system has been a valuable resource for the PWSD in assessing the overall condition of the City's urban forest, responding to service requests, and documenting information relevant to potential insurance claims.

ENVIRONMENTAL ANALYSIS

The proposed contract with WCA 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

All work is performed on a time and materials basis and WCA is only paid for work

performed. The contract is split over two fiscal years, beginning January 2027 and ending January 2028. Funds in the amount of \$425,000 are budgeted in the Fiscal Year 2026-27 Operating Budget. Additionally, the Fiscal Year 2026-27 Capital Improvement Program Budget includes \$50,000 for the Annual Tree Removal and Replacement Program.

RECOMMENDATION

It is recommended that the City Council determine that the proposed action is not a project subject to the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a contract with West Coast Arborists, Inc. for annual tree trimming services, tree removal, and replacement in the amount of \$451,547, with the option of two one-year extensions. It is further recommended that the City Council delegate the authority to approve future extensions under this agreement to the City Manager, without having to return to the City Council for subsequent approval, provided that any changes to the financial terms stay within standard inflationary limits.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", written over a horizontal line.

Dominic Lazzaretto

City Manager

Attachments: Proposed Contract
City of La Verne Tree Trimming and Arborist Services Request for
Proposal
La Verne Agenda Report – Award to WCA

CITY OF ARCADIA

**ANNUAL TREE TRIMMING
MAINTENANCE SERVICES**

CONTRACT

**BETWEEN
CITY OF ARCADIA
AND
WEST COAST ARBORISTS, INC.**

CONTRACT FOR THE CITY OF ARCADIA

This CONTRACT, No. _____ is made and entered into this ____ day of _____, _____, by and between City of Arcadia, sometimes hereinafter called "City," and **West Coast Arborists, Inc.**, sometimes hereinafter called "Contractor."

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

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

ANNUAL TREE TRIMMING MAINTENANCE SERVICES

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

B. TIME FOR COMPLETION. Time is of the essence in the performance of the Work. The Work shall be commenced on the date stated in the City's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents within **365 calendar days** from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

C. CONTRACT PRICE. The City shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of **FOUR HUNDRED FIFTY-ONE THOUSAND, FIVE HUNDRED FORTY-SEVEN DOLLARS AND NO CENTS (\$451,547.00)**. Payment shall be made as set forth in the General Conditions.

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

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

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

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

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

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

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

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

- (a) Defense, Indemnity and Hold Harmless. Consultant shall defend, indemnify and hold harmless the City, its present and former officers, directors, employees, agents, volunteers, mayor, staff, boards, committee and representatives, as broadly interpreted (collectively, the "Indemnified Parties"), of and from all claims, suits, demands, obligations, losses, damages, sums or any other matters, threatened or presently asserted, including but not limited to all legal fees, costs of defense and litigation expenses (including legal fees, expert fees and any other costs or fees, including those of adverse parties imposed on or sought against the indemnified Parties), arising directly or indirectly out of any liability or claims of loss or liability for personal injury, bodily injury to persons, contractual liability, errors or omissions, breach, failure to perform, damage to or loss of property, or any other loss, damage, injury or other claim of any kind or nature arising out of the actions, omissions to act, negligence, intentional conduct or other activities of Consultant and/or Consultant's officers, agents, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives.
- (b) Contractual Indemnity. To the fullest extent permitted under California law, Consultant shall indemnify, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, amounts for good faith settlement, or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees and costs), arising out of or related to, in whole or in part, the performance

of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to Consultant's officers, agents, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, including any and all actions, omissions to act, negligence, intentional conduct or other activities. Indemnification shall include any claim that Consultant or Consultant's employees or agents, are or may be considered and treated to be employees of the City or are entitled to any employee benefits from City, including but not limited to those available under Public Employees Retirement Law. The obligation to indemnify, defend and hold harmless the Indemnified Parties shall apply to all liability as defined above regardless of whether the Indemnified Parties were or are alleged to have been actively or passively negligent, except that it shall not apply to claims arising from the sole negligence or willful intentional misconduct of the indemnified Parties.

- (c) Subcontractors and Indemnification. Consultant agrees to and shall obtain executed indemnity agreements in favor of the Indemnified Parties with provisions identical to those set forth from each and every subcontractor, sub consultant or other person or entity involved by, for, with, or on behalf of Consultant in the performance of any aspect of this Agreement. In the event Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible for each and every subcontractor, sub consultant or other person or entity in terms of defense, indemnity and hold harmless obligations in favor of the Indemnified Parties. This obligation to indemnify and defend the Indemnified Parties is binding on the successors, assigns or heirs of Consultant and shall survive the full performance or termination of this Agreement. These indemnification provisions are independent of and shall not in any way be limited or superseded by the insurance requirements and insurance-related provisions of this Agreement.
- (d) City Lost or Damaged Property – Theft. Consultant further agrees to pay or cause to be paid for the Indemnified Parties' benefit for any and all damage, fines or penalties, or loss or theft to the property of the City arising out of or related in any way to the actions, omissions to act, negligence, intentional conduct or other Consultant activities and/or activities of Consultant's officers, agents, independent contractors, subcontractors or affiliated or related entities and/or its or their employees, agents and representatives, whether such actions, omissions to act, negligence or intentional conduct is or was authorized by this Agreement or not. City assumes no responsibility whatsoever for any property placed on the premises of City. Consultant further agrees to waive all rights of subrogation against the Indemnified Parties.
- (e) Non-Waiver and Non-Exhaustion of City's Further Rights and Remedies. No aspect of this provision shall in any way limit or effect the rights of the Indemnified Parties against the Consultant under the terms of this Agreement or otherwise. The indemnification provisions shall apply regardless of whether this Agreement is executed after Consultant begins the work and shall extend to claims arising after this Agreement is performed or terminated, including a dispute as to the termination of Contractor. The indemnity obligations of Contractor shall continue until it is determined by final judgment that the claim against the City and any Indemnified Parties is determined by final judgment and after exhaustion of any rights of appeal.

- (f) Limitations on Scope of Indemnity. Notwithstanding the foregoing, Consultant shall not be responsible for indemnification for claims or losses caused solely by the negligence or intentional wrongdoing of Indemnified Parties. Further, the indemnity provided shall be interpreted as broadly as permitted under California law and as to agreements between parties, and shall if required be reformed to be consistent with those laws to protect and save this provision for the protection of City and Indemnified Party.
- (g) Indemnification Independent of Insurance. These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. City approval of the insurance required by this Agreement does not in any way relieve the Consultant from liability under this section.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY OF ARCADIA

WEST COAST ARBORISTS, INC.

By: _____
Dominic Lazzaretto
City Manager

By: _____
Signature

Print Name and Title

Attest:

By: _____
City Clerk

By: _____
Signature

Print Name and Title

Approved as to Form:

Michael J. Maurer
City Attorney

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

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

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

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Notary Acknowledgment

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

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signer is representing:

Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above



REQUEST FOR PROPOSALS (RFP)

CITYWIDE TREE MAINTENANCE AND ARBORIST SERVICES AGREEMENT

**PROPOSALS MUST BE RECEIVED BY
5:00 PM ON FRIDAY, MARCH 14, 2025**

City of La Verne
3660 "D" Street
La Verne, CA 91750

RFP Issue Date: February 24, 2025

Proposal Name: **CITYWIDE TREE MAINTENANCE AND ARBORIST SERVICES AGREEMENT**

Proposal Due Date: **Friday, March 14, 2025, by 5:00 PM**

Questions: Please direct any questions or concerns to Planet Bids by 5:00 PM on Wednesday, March 5, 2025. Only questions with “**Citywide Tree Maintenance and Arborist Services Agreement**” in the subject line will be accepted. Answers to submitted questions will be posted on the Planet Bids portal.

Proposal Submitted To: Proposals must be submitted electronically for the exact item(s) requested in the RFP specifications. Proposals must be submitted through Planet Bids at:
<https://pbsystem.planetbids.com/portal/45040/portal-home>

Due Date and Delivery:

Proposals are to be submitted via Planet Bids. Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. The electronic bid system will close exactly at the date and time set forth in this RFP, Friday, March 14, 2025, by **5:00 PM**. All applicable forms required to be completed per the RFP shall be submitted electronically prior to the RFP deadline. **Hard copies will not be accepted.** It is the Proposer’s sole responsibility to ensure that their proposal is received as specified. Proposals may be submitted earlier than the date(s) and time(s) indicated.

Proposals must be submitted through Planet Bids at:
<https://pbsystem.planetbids.com/portal/45040/portal-home>

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SECTION I: GENERAL INFORMATION

A. BACKGROUND

The City of La Verne is located along the foothills of the San Gabriel and Pomona Valleys. La Verne was founded in 1887 and incorporated in 1906, is approximately 35 miles east of Los Angeles, and has a population of over 33,000. The City maintains a council-manager form of government in which the City Council develops and establishes ordinances and policies in the best interest of its citizens.

The City is seeking professional Citywide Tree Maintenance and Arborist Services to support its landscape maintenance and tree management efforts. The proposer must demonstrate its qualifications and expertise in tree care, maintenance, and urban forestry practices, contributing to the health, safety, and aesthetic quality of the City's green infrastructure.

B. OBJECTIVE

The City of La Verne is seeking a qualified firm to provide comprehensive tree maintenance and arborist services for properties it owns or maintains, including roadway medians, parkways, parks, recreational facilities, and landscapes adjacent to City facilities. The services also extend to landscapes managed by the City but owned by other entities.

All services must comply with applicable local, state, and federal regulations to prevent water and air pollution. The successful proposer will conduct comprehensive tree maintenance, inventory management, and arboricultural evaluations to ensure the City's trees are properly maintained, risks are mitigated, and accurate data is available for ongoing management and planning purposes.

The term of the agreement shall be for five (5) years, from July 1, 2025, to June 30, 2030, with three (3) optional one-year extensions.

The contractor must maintain good public relations, coordinate with other entities or contractors working in the same areas and respond promptly to emergencies. Additionally, the contractor may be required to work within sensitive locations like the Lighting and Landscape Maintenance Districts (LLMD) and with other multi-jurisdictional governed parcels.

1. Core Services

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Maintaining Trees and Palms:

- Perform annual pruning to ensure proper clearance, health, and aesthetics of trees and palms.
- Pruning shall be conducted only by ISA-certified arborists or ISA-certified tree workers, following International Society of Arboriculture (ISA) and American National Standards Institute (ANSI) A300 pruning standards.
- Implement pruning strategies to prevent sudden limb failure, particularly for high-risk species.
- Conduct seasonal assessments of high-risk trees in public spaces.

Tree Removal and Stump Grinding

- Remove dead, hazardous, or unwanted trees in a timely and safe manner.
- Grind tree stumps below ground level to eliminate hazards and prevent regrowth.
- Document all tree removals with photographic evidence before and after completion.

Emergency Response Services

- Provide emergency response services within two (2) hours of notification.
- Ensure 24/7 availability for storm-damaged or hazardous tree incidents.
- Maintain real-time communication for coordination with City staff.

Inventory and Reporting

- Conduct an initial comprehensive tree inventory within 120 days of contract execution, with quarterly updates thereafter.
- Submit inventory data in GIS-compatible formats, ensuring seamless integration with the City's systems.
- Implement a risk assessment rating system to categorize trees based on potential failure and consequences.

Public Safety and Accessibility

- Implement pedestrian and traffic control measures during operations.
- Maintain clear pedestrian pathways and provide advance notifications to affected residents and businesses.
- Use proper signage, barriers, and detours when working in right-of-way areas

2. Compliance and Standards:

Regulatory Compliance

- Adhere to ISA and ANSI A300 pruning standards.
- Comply with all local, state, and federal worksite safety and environmental regulations.

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Licensing Requirements

- Possess a C-49 (Tree and Palm Contractor) License, as required by the State of California.
- Contractors holding a C-61/D-49 (Tree Service Contractor) License before January 1, 2024, may continue under that classification but are encouraged to obtain the C-49 license.
- Comply with California prevailing wage laws and Department of Industrial Relations (DIR) requirements.

Environmental Compliance & Sustainability

- Utilize eco-friendly practices, including green waste recycling and low-emission equipment.
- Adjust tree care strategies in response to drought, pests, diseases, and natural disasters.
- Provide annual sustainability reports summarizing waste reduction and compliance efforts.

3. Work Execution & Logistics

Traffic and Pedestrian Control

- Implement site-specific traffic control plans for high-risk locations.
- Inspect adjacent curbs, sidewalks, and roadways for any impacts from maintenance activities.
- Ensure personnel receive safety training related to traffic control.

Work Scheduling and Notifications

- Collaborate with City staff to align work schedules with City priorities.
- Provide advance notifications to residents and businesses in affected areas.
- Coordinate with City departments to minimize disruptions in high-traffic areas.

Equipment Operations and Safety

- Maintain and operate all equipment in compliance with OSHA and CARB emissions standards.
- Ensure annual third-party safety inspections for heavy equipment.
- Require certified aerial equipment operators and maintain inspection records.

Customer Service and Communication

- Maintain open communication with City staff and assign a dedicated customer service liaison.
- Participate in quarterly meetings with City staff to review progress and challenges.
- Immediately report hazardous conditions or unsafe equipment to the City.

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4. Reporting & Data Management

Inventory and GIS Data Management

- Ensure all tree inventory and maintenance data remain the property of the City.
- Maintain an updated database categorized by location type (landscape services, parks, etc.).

Reporting and Timeframes

- Submit quarterly reports summarizing completed work, safety incidents, and inventory updates.
- Provide GIS-based visual reporting tools for enhanced transparency.

5. Optional Services

Tree Planting

- Provide tree planting services as requested, including various tree sizes.

Pest and Disease Management

- Assess and mitigate tree health issues caused by pests and diseases.

Irrigation System Checks

- Perform irrigation system inspections and maintenance for trees under the City's care.

Soil and Root Zone Assessments

- Evaluate soil conditions, compaction, and root health to enhance tree stability and long-term growth.

The ultimate goal is to preserve the City's natural assets while ensuring safety, environmental compliance, and public satisfaction.

SECTION II: SCOPE OF WORK

The selected contractor will provide comprehensive tree and palm care services, including pruning, removal, stump grinding, and emergency response. Services must adhere to the latest ISA and ANSI A300 standards, focusing on tree health, safety, and aesthetics. The contractor will also be responsible for conducting regular tree inventory updates, implementing traffic control, and ensuring compliance with all environmental and worksite safety regulations. Optional services such as tree planting, pest management, and irrigation checks may also be required. All work must be conducted professionally, meeting the City's safety and sustainability goals, as outlined in Exhibit A for reference.

SECTION III: PROPOSAL SUBMITTAL REQUIREMENTS

A. TENTATIVE SCHEDULE OF EVENTS

The following is a tentative schedule of this entire RFP process. While the City will attempt to apply the necessary resources to maintain this schedule, the following dates are merely projections, and the City reserves the right to modify this schedule as needed to accommodate the completion of this RFP process. The following is a tentative timeline for the evaluation and RFP selection procedure.

RFP Issued	Monday, February 24, 2025
Deadline for Written Questions	<u>Wednesday, March 5, 2025</u>
Response to Questions	Monday, March 10, 2025
Proposal Submittal Deadline	<u>Friday, March 14, 2025</u>
Review of Proposals & Interviews	March 2025
Council Review and Approval	April 2025
Contract Start Date	July 2025

B. SUBMISSION OF PROPOSALS

The Proposal shall include the following:

1. Cover Letter

- i. Maximum of two (2) pages
- ii. Address to Nicole Houston, Senior Management Analyst

2. Executive Summary

- i. In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the firm understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the defined services. The narrative should stipulate how the firm's approach and plans to provide the services are appropriate to the tasks involved.

3. Scope of Work

- i. Describe the firm's approach to managing the project, including an implementation plan that describes in detail the specific plans to manage, control, and supervise the project to ensure satisfactory provision of services.
- ii. Provide a project timeline designed to meet the requirements of the City, as well as scheduling and control methodology that will be used

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to ensure the schedule will be met. The timeline should include key milestone dates and a detailed description of key project steps.

- iii. Provide a description of the implementation plan considerations, including estimated time frames and deliverables for various stages of the project.
- iv. Detailed description of the specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
- v. Provide a detailed description and/or examples of your quality control procedures that ensure all work products delivered to the City (i.e., drafts and final versions) are of high-quality, and accurate, and have been thoroughly reviewed prior to delivery to the City.
- vi. Provide examples of recent reports the firm has prepared for similar agencies that allows for review of the draft/services in a reasonable time frame. The reports should be uniform, professional, and easy to understand. The reports should provide summary level information that includes (but not limited to variance analysis), summary of costs to be allocated and collected by Fund, Department, and or function, and the ability to drill down into varying levels of detail, if so desired. Reports shall also include a summary of all inputs and costs to be allocated that can be used to easily verify the accuracy of the plan.

4. Cost Proposal

- i. Include in the cost proposal the rate for additional services, if needed.
- ii. Cost proposal should be all-inclusive to include travel costs and administrative tasks.

5. References

- i. Provide at least five (5) references, past and present, of similar size agencies in California using the same service being proposed and indicate the scope of work, date, and the name, email address, and telephone number of the client contact. The reference information should include the role your team member had in the work.

6. Required Statements

- i. A statement that all charges for services will be a “Not-To-Exceed” fee, as submitted with and made part of said consultant’s quote.
- ii. A copy of the consultant’s hourly rate schedule and a written statement that said hourly rate schedule is part of the consultant’s quote for use in invoicing for progress payments and for extra work incurred that is not part of this RFP.
- iii. A written statement by the consultant that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In case of conflict between federal, state, or local laws or regulations, the strictest shall be adhered to.

- iv. A written statement by the consultant shall allow all authorized federal, state, county, and the City officials access to place of work, books, documents, papers, fiscal, payroll materials, and other relevant contract records pertinent to this project. All relevant records shall be retained for at least three (3) years.
- v. A written statement that the consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- vi. A written statement that the consultant shall comply with the California Labor Code., pursuant to said regulations entitled: Federal Labor Standards provisions; Federal Prevailing Wage Decision; and State of California Prevailing Wage Rates, respectively.

SECTION IV: PROPOSAL EVALUATION

Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and percentage of the score as deemed appropriate prior to the commencement of evaluation. The City reserves the right to hold interviews with some and/or all of the proposers as part of the proposal evaluation process. Should the City determine an interview is required, the Consultant shall ensure the key Project Team Members participate in the interview.

Potential Proposal Evaluation Criteria	
Evaluation Criteria	Points
Qualifications/Experience/References	25
Thoroughness & Understanding of the Project	25
Timeline & Methodology	25
Cost of Services	25
Total	100

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SECTION V: GENERAL TERMS AND CONDITIONS

1. **Read all Instructions.** Please read the entire RFP and all enclosures before preparing your proposal.
2. **Proposal Costs.** Costs for developing proposals are entirely the responsibility of the proposer and shall not be charged to the City. The consultant shall provide all necessary personnel, instruments, equipment, and materials to perform the described services.
3. **Proposal Becomes City Property.** The RFP and all materials submitted in response to this RFP will become property of the City.
4. **Selection of Vendor.** The selection of a vendor will be memorialized in the form of a City Agreement (See Section VI – Enclosures), authorized by approval of the City Council, and signed by both parties.

Once a vendor is selected, the Agreement with that vendor must still be negotiated and submitted to the City Council for approval, and there is no contractual agreement between the selected vendor unless and until the City Council accepts and signs the Agreement.

5. **Insurance.** The City of La Verne requires proof of insurance prior to the commencement of any work. Upon successful selection, the consultant has three (3) business days to provide the certificate of insurance to the City in compliance with the Standard City Agreement. The required insurance coverage includes:
 - **Comprehensive General Liability Insurance**
 - **Automobile Liability Insurance**
 - **Workers' Compensation Insurance**
 - **City of La Verne as additional insured party**

All insurance policies must meet the City's minimum coverage requirements and remain in effect for the duration of the contract.

6. **Incomplete Proposals May be Rejected.** If a Proposer fails to satisfy any of the requirements identified in this RFP, the Proposer may be considered non-responsive and the proposal may be rejected. The City reserves the right to accept or reject any or all proposals or to waive any defects or irregularities in the proposals or selection process.
7. **Responsible Representatives.** The consultant shall assign a responsible representative and an alternate to perform the assigned tasks. Both staff members shall be identified in the proposal. The consultant's representative will be responsible for all duties from contract negotiations through project completion. If

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the primary representative is unable to continue with the project, then the alternate representative will become the primary representative. Any other changes in responsible representative must be approved, in advance, by the City. The City will have the right to reject other proposed changes in personnel and may consider any other changes in responsible personnel a breach of contract

8. **City Business License** – The selected proposer shall be required to obtain a City of La Verne Business License prior to commencing any work in La Verne.
9. **Locality Preference.** The City of La Verne reserves the right to have preference towards local bidders.

SECTION VI: ENCLOSURES

Exhibit A	Scope of Work
Exhibit B	Cost Proposal
Exhibit C	Sample City Agreement

Exhibit A: Scope of Work

1. Tree and Palm Maintenance & Pruning

- Perform annual pruning to ensure proper clearance, health, and aesthetics of trees and palms.
- Pruning shall be conducted only by ISA-certified arborists or ISA-certified tree workers, following the International Society of Arboriculture (ISA) standards and American National Standards Institute (ANSI) A300 pruning standards.
- Ensure pruning maintains tree structural integrity and tree health.
- Implement pruning strategies to reduce the risk of Summer Branch Drop (SBD), including structural pruning, weight reduction cuts on susceptible species, and periodic inspections of mature trees.
- Implement pruning strategies to prevent sudden limb failure in mature trees, especially species prone to unpredictable breakage (e.g., eucalyptus, oaks).
- Conduct seasonal assessments of high-risk trees, especially in public spaces, to identify weak branch unions, decay, or structural deficiencies.
- Contractor will ensure all pruning and tree care work adheres to the ANSI A300 Part 1 – 2017 Pruning and the ISA Best Management Practices for Tree Pruning.

2. Tree Removal and Stump Grinding

- Remove dead, hazardous, or unwanted trees in a timely and safe manner.
- Grind tree stumps below ground level, ensuring no hazardous conditions are left behind.
- Implement measures to prevent root suckering or regrowth after tree removal, particularly for species like Ficus or Eucalyptus that may resprout aggressively.
- Properly dispose of debris in compliance with local, state, and federal environmental regulations.
- All tree removals must be documented with photographic evidence before and after work is completed.
- Non-emergency removals must follow a city-approved removal request process to ensure oversight.

3. Emergency Response Services

- Provide rapid emergency response services, with a maximum response time of two (2) hours for storm-damaged or hazardous trees.

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- Availability for emergency callouts 24/7, ensuring immediate attention to public safety threats.
- In the event of storm damage or hazardous conditions, work must immediately cease and be reported to the City for prompt response and corrective action.
- Develop a protocol for post-storm assessments to address delayed failures, such as trees that appear stable but could pose a later risk due to internal damage.
- Ensure emergency crews are equipped to handle high-voltage power line hazards, including coordination with utility companies when necessary.
- Establish procedures for public notification and area closure if a hazardous tree condition cannot be immediately mitigated.
- Contractor must maintain real-time communication methods (e.g., text alerts, dedicated phone line) for coordination with City staff.

4. Tree Inventory and Reporting

- Conduct an initial comprehensive tree inventory within 120 days of contract execution, updating quarterly thereafter.
- Submit data in GIS-compatible formats, including:
 - Unique tree identification numbers, GIS coordinates, botanical names, and tree conditions.
 - Diameter at Breast Height (DBH), height, canopy spread, and clearance issues.
 - Additional comments on tree health, location, or any unique attributes.
- Ensure inventory data is categorized by location type: landscape services, parks, and miscellaneous areas.
- Expand data collection to include history of limb failure, previous pruning records, and structural defects to help prioritize proactive maintenance.
- Incorporate a risk assessment rating system (e.g., using ISA Tree Risk Assessment Qualification (TRAQ) guidelines) to categorize trees based on the likelihood of failure and potential consequences.
- Inventory software must be compatible with the City's existing systems and support real-time data entry
- Update inventory data immediately after pruning work and submit quarterly reports to the City.
- All tree inventory and maintenance data are the property of the City and shall be delivered to the City in GIS-compatible formats.

5. Traffic and Pedestrian Control

- Implement necessary traffic control measures, including signage and barriers, to ensure public safety during tree maintenance operations.
- Conduct risk assessments for trees along high-speed roadways and heavily trafficked pedestrian routes to identify clearance hazards or sightline obstructions.
- Implement additional protective measures for schools, playgrounds, and public gathering areas where falling debris could pose an increased risk.
- Contractor shall inspect adjacent areas, including curbs, sidewalks, and roadways, for any impacts resulting from tree maintenance activities. Any damage or safety concerns must be reported to the City immediately, with recommendations for necessary repairs or mitigation.
- Coordinate with City staff to minimize disruptions and ensure safe work practices.
- Contractor personnel must complete safety training related to traffic control.
- Site-specific traffic control plans are required for high-risk locations.

6. Work Scheduling and Notifications

- Collaborate with City staff to create and maintain a work schedule that aligns with the City's needs and priorities.
- Designate a dedicated customer service liaison as the primary point of contact for all City inquiries, ensuring clear and efficient communication.
- Provide advance notifications to residents and businesses in areas affected by tree maintenance operations.
- Schedule tree maintenance work to minimize impact on local businesses, high-traffic areas, and public events by coordinating with City departments.
- Provide alternative pedestrian routes if sidewalk access is blocked due to pruning or removal operations.
- Ensure flexibility for high-priority requests outside of scheduled work.

7. Reporting and Timeframes

- Submit quarterly reports summarizing the completed work, including tree maintenance and inventory updates.
- Include documentation of incidents or near-misses related to falling limbs, tree failure, or equipment hazards to refine future safety measures.
- Ensure all tree inventory updates are completed by the end of fiscal year 2025/2026, with updates submitted quarterly thereafter.

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- Utilize GIS-based visual reporting tools for enhanced transparency in inventory updates.

8. Optional Services

- Tree Planting: Provide tree planting services as requested.
- Pest and Disease Management: Assess and manage pest and disease issues affecting trees.
- Irrigation System Checks: Perform checks and maintenance on irrigation systems related to tree care.
- Soil and Root Zone Assessments: Evaluate soil conditions, compaction, and root health to enhance tree stability and long-term growth.

9. Environmental Compliance and Sustainability

- Follow all federal, state, and local regulations for environmental protection and worksite safety.
- Utilize eco-friendly practices, including green waste recycling and the use of sustainable equipment where possible.
- In the event of unforeseen natural or man-made circumstances impacting tree health (e.g., drought, pests, diseases, or disasters), the contractor will coordinate with the City to mitigate these challenges and implement necessary tree care adjustments.
- Require annual sustainability reports summarizing waste reduction, recycling, and compliance efforts.

10. Equipment Operations and Safety

- Ensure all equipment used during tree maintenance operations is well-maintained and in safe working order.
- Equipment must comply with all applicable safety standards, including those established by OSHA, and be operated by qualified personnel.
- The contractor is responsible for providing all necessary equipment, tools, and machinery for the execution of the work.
- The contractor is required to have certified aerial equipment operators and provide evidence of a recent California Highway Patrol Commercial Vehicle Inspection report for all equipment used during the term of the contract.
- All vehicles and equipment used for tree maintenance operations must comply with California Air Resources Board (CARB) emissions standards. The contractor shall use low-emission or zero-emission equipment where feasible and provide documentation of compliance upon request.

FEBRUARY 2025

- Equipment maintenance logs must be documented and available upon request.
- Heavy equipment must undergo annual third-party safety inspections.

11. Customer Service and Communication

- Maintain open and effective communication with City staff to promptly address any concerns, complaints, or inquiries.
- Participate in quarterly meetings or workshops with City staff to review progress, challenges, and potential improvements.
- A dedicated customer service liaison within the contractor's team must be assigned for handling City inquiries.
- Any hazardous conditions, including but not limited to unsafe equipment, tree disease, or environmental threats, must be immediately reported to the City, and corrective actions must be taken to address these conditions.

Exhibit B: Cost Proposal

Description	Unit	Unit Price
Grid Pruning & Maintenance 0-3 DSH	Each	
Grid Pruning & Maintenance >3 DSH	Each	
Coco Palm Pruning	Each	
Date Palm Pruning	Each	
Washingtonia Pruning	Each	
Palm Skinning	LF	
Service Request 0-3 DSH	Each	
Service Request 4-12 DSH	Each	
Service Request 13-18 DSH	Each	
Service Request 19-24 DSH	Each	
Service Request 25-30 DSH	Each	
Service Request >31 DSH	Each	
Tree & Stump Removal	Dia Inch	
Tree Only Removal	Dia Inch	
Stump Only Removal	Dia Inch	
Root Pruning	LF	
Plant 15 Gallon Tree	Each	
Plant 24" Box Tree	Each	

City of La Verne**CITYWIDE TREE MAINTENANCE AND ARBORIST SERVICES AGREEMENT – RFP****FEBRUARY 2025**

Plant 36" Box Tree	Each	
Root Barrier Installation	LF	
Crew Rental	Man Hour	
Emergency Response	Man Hour	
GPS Tree Inventory	Tree Site	
Specialty Equipment Rental	Hour	
Arborist Services	Hour	
Other	Unit	

City of La Verne, City Council Agenda Report



DATE: June 16, 2025
TO: Honorable Mayor and City Council
FROM: Nicole Houston, Senior Management Analyst
SUBJECT: **CITYWIDE TREE MAINTENANCE AND ARBORIST SERVICES AWARD OF CONTRACT.**

SUMMARY

The City initiated a Request for Proposals (RFP) process to select a qualified contractor for annual, comprehensive tree maintenance and arborist services. This includes routine trimming, removals, planting, and emergency response for City-maintained trees. After evaluating written proposals and conducting interviews, West Coast Arborists is being recommended for award.

RECOMMENDATION

That the City Council authorize the City Manager to execute a Professional Services Agreement, and any amendments related hereto, with West Coast Arborists, Inc., for a term of five (5) years commencing July 1, 2025, at prices proposed, in an amount not to exceed \$450,000 annually, for citywide tree maintenance and arborist services.

DISCUSSION

The City of La Verne has long recognized the importance of maintaining a safe, healthy, and resilient urban forest through proactive tree care and maintenance. Since 2002, the City has contracted with West Coast Arborists, Inc. (WCA), to provide comprehensive tree maintenance services for over 10,000 public trees located throughout parks, parkways, and City-owned properties.

Recognizing the need to ensure both quality of service and fiscal responsibility, the City issued a Request for Proposals (RFP) on February 24, 2025, for a new five-year contract. Prior to this, staff sought City Council approval, authorizing annual agreements for various Public Works services, including citywide tree maintenance. The RFP was made available through PlanetBids, allowing for a competitive and transparent selection process. The scope of work included routine trimming, emergency response, removals, stump grinding, planting, inventory management, and ongoing assessments related to tree health and public safety. The contract is scheduled to commence July 1, 2025.

On March 14, 2025, a total of nine (9) proposals were submitted in response to the City's Request for Proposals (RFP) for tree maintenance and arborist services. City staff conducted a thorough evaluation of these proposals based on the criteria outlined in the RFP, including completeness, qualifications, project understanding, and cost competitiveness. Four (4) firms were invited to participate in interviews held on March 27, 2025, where a selection committee

comprising the Public Works Deputy Director, Public Works Maintenance Manager, and Fire Department Community Risk Reduction Specialist.

The evaluation process followed a consistent scoring rubric that was aligned with the evaluation criteria outlined in the RFP. Each firm was evaluated in the following six weighted categories:

Table 1: Evaluation Criteria and Weights

Evaluation Criteria	Weight
Firm Qualifications and Experience	15%
Project Understanding and Execution	20%
Safety, Risk Management, and Environmental Compliance	20%
Communication and Customer Service	15%
Implementation Plan	10%
Cost Proposal (reviewed post-interview)	20%

The total score for each proposer was calculated by averaging the panelists' individual scores in these categories and applying the appropriate weights. Cost proposals were reviewed separately after the interview process to ensure that the focus was on qualifications and suitability for the contract during the interviews.

The City considered cost as a critical factor in the selection process. The proposal costs were evaluated based on the overall competitiveness and value of services rendered. The table below summarizes the cost evaluation scores submitted by each panelist, the average score, and the final weighted score out of a possible 20 points:

Table 2: Cost Proposal Evaluation Scores

Proposer	Panelist 1	Panelist 2	Panelist 3	Average Score	Final Weighted Score (out of 20)
Great Scott Tree Service	4	4	4	4	16
Mariposa Tree Management	3	3	4	3.3	13
United Pacific Services	2	2	1	1.7	7
West Coast Arborists, Inc.	5	5	5	5	20

WCA was ranked highest as it was determined to be the most qualified and responsive proposer based on experience, execution plan, safety practices, customer service, and

cost. Notably, their proposed pricing not only outperformed all other proposers but also came in lower than the rates currently charged to the City. Due to the nature of the services provided, the City requested a service-specific pricing structure rather than a total annual amount. As a result, we have isolated the grid pruning service for comparison purposes, as it represents a key element of the proposed agreement.

Table 3: Pricing Proposal Comparison

Vendor	Grid Pruning & Maintenance 0–3” DSH	Grid Pruning & Maintenance >3” DSH
Great Scott	\$29	\$169
Mariposa	\$31	\$114
United	\$53	\$235
WCA (FY 2024–25 Rates)	\$26	\$110
WCA (Proposal)	\$25	\$100

WCA has provided tree maintenance services to the City since 2002, consistently delivering high-quality, responsive work. Their performance has been reliable, professional, and aligned with the City's commitment to maintaining a healthy and safe urban forest.

WCA distinguishes itself through a technology-forward approach, utilizing proprietary software to manage tree inventory, track work in real time, and document tree health. This system enhances transparency, improves efficiency, and supports data-driven planning.

With the largest team of ISA Certified Arborists and Treeworkers in the industry, WCA serves over 350 municipalities and public agencies across four states. Nine of their offices hold Tree Care Industry Association (TCIA) accreditation, and the company is registered with the Department of Industrial Relations, providing certified payroll upon request.

As a long-standing partner, WCA has demonstrated exceptional expertise, safety practices, and customer service. Staff recommends continuing this partnership under the proposed agreement.

The City's procurement process adhered to all relevant policies and best practices to ensure fairness and transparency. Additionally, the City sought input from the California Joint Powers Insurance Authority, our insurance/risk management partner, to review and ensure that the proposed agreement met best practices and protected the City from various liability concerns. Staff carefully considered each proposal, taking into account both cost and non-cost factors. WCA's proposal was evaluated as the best overall value for the City.

The City Council approved an annual extension for WCA on June 17, 2024. Consistent with the City's procurement policy, the recommended contract award to WCA, is for an initial five-year term, with three optional one-year extensions. These options to extend will provide flexibility to

the City during the procurement process, while ensuring the continued delivery of high-quality tree maintenance services. The City's procurement policy requires contracts to be re-bid every five years, and we are updating this policy to accommodate longer contract terms. This contract provides the flexibility needed to ensure uninterrupted services while we work on updating the policy. Staff will evaluate the contractor's performance annually to determine if the extensions should be exercised.

Awarding the tree maintenance and arborist services contract to WCA, is recommended based on their top-ranking proposal and proven ability to meet the City's needs. The selection process was conducted in accordance with the RFP criteria, with all necessary due diligence performed to ensure fairness and transparency.

FISCAL ANALYSIS

Staff has included the necessary funding appropriation for this agreement as part of the Fiscal Year 2025–26 Budget process. Upon adoption of the new fiscal year budget, sufficient funds will be available in the Public Works Parks Division to support the proposed agreement.

The proposed contract includes a not-to-exceed amount of \$450,000 annually for a five-year term.

ENVIRONMENTAL ANALYSIS

The proposed contract for tree maintenance services is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations §15301(h) (Existing Facilities) as a Class I Categorical Exemption.

LEGAL REVIEW

The proposed Agreement was approved as to form by the City Attorney.

ATTACHMENTS

1. Tree Maintenance and Arborist Services Agreement

Report Prepared by:

Nicole Houston, Senior Management Analyst

Coordinated with:

Colin Purdy, Maintenance Manager



CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Assistant City Manager/Public Works Services Director
By: John Corona, Utilities Manager

SUBJECT: PURCHASE 2,469.99 ACRE-FEET OF IMPORTED CYCLIC STORAGE WATER FROM THE MAIN SAN GABRIEL BASIN WATERMASTER IN THE AMOUNT OF \$2,684,879.13

CEQA: Not a Project
Recommendation: Approve

SUMMARY

The City of Arcadia obtains a significant portion of its drinking water supply from the Main San Gabriel Groundwater Basin ("Main Basin"). The remaining water demand is met through City-owned wells that pump a fixed quantity of groundwater from the Raymond Basin. Arcadia maintains a Cyclic Storage Account with the Main Basin, which allows the City to store supplemental Replacement Water for future use.

The City has an opportunity to pre-purchase imported water made available through the Upper San Gabriel Valley Municipal Water District ("Upper Water"), at a cost of \$1,087 per acre-foot. This rate is \$100 per acre-foot less than the typical cost of Replacement Water. The purchased water will be used to meet the City's water demands during Fiscal Year 2026-27, with any unused water remaining in storage for future use. By securing water at the lower pre-purchase rate, the City and its customers are expected to realize savings of approximately \$246,999 in water costs.

It is recommended that the City Council approve the purchase of 2,469.99 acre-feet of Imported Cyclic Storage Water from the Main San Gabriel Basin Watermaster, in the amount of \$2,684,879.13.

BACKGROUND

In 1973, an overproduction of water from the Main Basin resulted in a stipulated judgment that created the Main San Gabriel Basin Watermaster. The Main San Gabriel Basin Watermaster is a nine-person board appointed by the Los Angeles County Superior Court that administers and enforces the provisions of the Main San Gabriel Basin Judgment. This Judgment established water rights and responsibilities for the efficient management of the quantity and quality of the Main Basin.

This is accomplished, in part, by the Main San Gabriel Basin Watermaster determining the total amount of water that can be pumped from the Main Basin each year, free from a Replacement Water assessment; this amount is referred to as the Operating Safe Yield. The Operating Safe Yield was set at 160,000 acre-feet. The City of Arcadia's annual share of the Operating Safe Yield is 4.23%, or 6,769.68 acre-feet. Pumping more water than the amount established for a given year is allowed; however, the City must then purchase Replacement Water to recharge the groundwater basin. For context, one acre-foot is approximately the size of an entire football field buried in one foot of water.

DISCUSSION

The Main San Gabriel Basin Watermaster has established the Replacement Water rate at \$1,187 an acre-foot for Fiscal Year 2026-27. To encourage water agencies to purchase available water from the State Water Project, a reduced rate of \$1,087 per acre-foot is being offered for purchases made prior to January 1, 2027. By pre-purchasing 2,469.99 acre-feet of additional imported supplemental water at the reduced rate, the City will save approximately \$246,999 compared to purchasing Replacement Water at the standard Fiscal Year 2026-27 rate.

The advantages of pre-purchasing imported supplemental water and storing it in the City's Cyclic Storage Account are two-fold. First, it ensures that water is delivered to the Main Basin, which helps maintain higher groundwater levels than would otherwise be achieved through the purchase of Replacement Water. Second, the water is secured at a lower purchase price and may be credited to the City's Cyclic Storage account for up to five years, providing additional flexibility in managing future water demands.

Because the cost of Replacement Water is expected to increase annually, pre-purchasing the imported supplemental water at the current reduced rate will provide increasing cost savings over time.

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

Sufficient funds have been budgeted in the Fiscal Year 2026-27 Water Operations Budget for the purchase of Imported Cyclic Storage Water. No General Funds are required for this purchase and pre-purchasing this water at the reduced rate will save the City approximately \$246,999.

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 the purchase of 2,469.99 acre-feet of Imported Cyclic Storage Water from the Main San Gabriel Basin Watermaster in the amount of \$2,684,879.13.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", with a horizontal line underneath.

Dominic Lazzaretto
City Manager



CITY OF ARCADIA

STAFF REPORT

FIRE DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: CONTRACT WITH UKG KRONOS SYSTEMS, LLC FOR UKG TELESTAFF CLOUD BASED STAFFING PROGRAM FOR A THREE-YEAR TERM, WITH THE OPTION TO RENEW FOR THREE ONE-YEAR EXTENSIONS
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Arcadia Fire Department has utilized UKG Kronos Telestaff for more than 20 years to manage daily staffing assignments and for payroll purposes. Telestaff is configured to administer the Department's complex staffing policies and rules in accordance with the Arcadia Fire Fighters' Association ("AFFA") Memorandum of Understanding ("MOU") and the Arcadia Fire Department Staffing Policy 1040. The system also automates staffing telephone calls, provides web-based staffing management, and maintains historical staffing information through its cloud-based platform.

UKG Kronos Systems, LLC has proposed an initial three-year agreement with annual increases set at 4%, followed by three optional one-year extensions with a 6% annual increase. The initial three-year contract has a total cost of \$35,934, plus applicable taxes. If all three optional one-year extensions are exercised, the total cost over the six-year period will be \$77,949, plus applicable taxes.

It is recommended that the City Council approve, authorize, and direct the City Manager to execute a three-year contract with UKG Kronos Systems, LLC in the amount of \$35,934, plus applicable taxes, with the option for three additional one-year extensions. It is further recommended that the City Council delegate the

authority to approve future extensions under this agreement to the City Manager, without having to return to the City Council for subsequent approval, provided that the annual increases remain within the proposed contractual limits.

DISCUSSION

Telestaff is an essential component of the Fire Department's daily operations. The platform tracks personnel assignments, vacancies, overtime, leave, shift trades, and timecard information used for payroll processing. It also applies to the staffing rules established under Fire Department Policy 1040 and the provisions of the AFFA MOU when filling vacancies and making staffing assignments. Unlike standard workforce scheduling systems, fire department staffing requires the system to account for rank, qualifications, work schedules, leave provisions, overtime rules, and minimum staffing requirements.

The Department has used Telestaff for more than 20 years, and the system contains extensive historical staffing and payroll information. Telestaff Cloud preserves this historical information while providing web-based access and automated telephone notifications to fill staffing vacancies. Continuing with the existing platform will minimize operational disruption, data migration concerns, and the substantial staff time that would be required to configure and implement a replacement system.

UKG has confirmed that Telestaff Cloud and its associated hardware and timekeeping terminals are proprietary products owned exclusively by UKG and its affiliates. UKG Inc. and UKG Kronos Systems, LLC are the authorized affiliates offering these products and services. Based on the proprietary nature of the system and its ability to administer the Department's established staffing policies and AFFA MOU requirements, UKG Kronos Systems, LLC qualifies as a sole-source provider for the continued use and support of Telestaff Cloud.

The proposed contract provides services for 95 personnel (units) and is billed annually. The initial three-year term runs from September 2, 2026, through September 1, 2029, with a total commitment of \$35,934. The agreement also provides for three optional one-year extensions, each with a fixed 6% annual increase. To achieve the best price possible, several rounds of communication and negotiations with the vendor to secure a discounted rate and favorable pricing for the City. This proposed contract provides a predictable cost structure and supports

fiscal planning. It also offers cost savings compared with renewing the service on an annual basis, which would result in annual increases of approximately 8-10%. If all three optional extensions are exercised, the total cost over the six-year period will not exceed \$77,949.

Initial Three-Year Term

Term Period	Annual Adjustments	Annual Cost
Year 1	4%	\$11,511
Year 2	4%	\$11,972
Year 3	4%	\$12,451
Initial Three-Year Total		\$35,934

Optional One-Year Extensions

Term Period	Annual Adjustments	Annual Cost
Extension Year 4	6%	\$13,198
Extension Year 5	6%	\$13,989
Extension Year 6	6%	\$14,828
Total for All Extensions		\$42,015
Maximum Six-Year Cost		\$77,949

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 initial three-year cost of the UKG Telestaff Cloud contract is \$35,934, plus applicable taxes. If the City exercises all three optional one-year extensions, the total cost over the six-year period will be approximately \$77,949, plus applicable taxes. Service will be billed annually, with a Year 1 cost of \$11,511 in Fiscal Year 2026-27. Sufficient funds are available in the Fire Department's Fiscal Year 2026-27 operating budget to cover this year's cost. Funding for subsequent years will be included in future annual budget requests, subject to appropriations.

RECOMMENDATION

It is recommended that the City Council find that the proposed action does not constitute a project under the California Environmental Quality Act ("CEQA"); and approve, authorize, and direct the City Manager to execute a three-year contract with UKG Kronos Systems, LLC in the amount of \$35,934, plus applicable taxes, with the option for three additional one-year extensions. It is further recommended that the City Council delegate the authority to approve future extensions under this agreement to the City Manager, without having to return to the City Council for subsequent approval, provided that the annual increases do not exceed the proposed contractual limits.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", written over a horizontal line.

Dominic Lazzaretto

City Manager



ADMINISTRATIVE SERVICES DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Henry Chen, Administrative Services Director
By: Monica Li, Buyer

SUBJECT: CHANGE ORDER TO INCREASE THE PURCHASE ORDER WITH AMAZON BUSINESS TO \$250,000 AND APPROVE A NEW PURCHASE ORDER IN THE AMOUNT OF \$250,000 ANNUALLY, WITH THE OPTION TO RENEW FOR THREE (3) ADDITIONAL YEARS

CEQA: Not a Project

Recommendation: Approve

SUMMARY

On November 19, 2024, the City Council approved a purchase order with Amazon Business, with the option for renewal through Fiscal Year 2026-27. Fiscal Year 2025-26 represented the first full fiscal year in which the purchase order was utilized for the procurement of office supplies and equipment. During the fiscal year, favorable pricing, product availability, and reliable delivery services resulted in expenditures exceeding the amount originally anticipated and approved. To accommodate the increased purchasing activity, a change order is requested to increase the Fiscal Year 2025-26 purchase order to \$250,000.

In addition, a new purchase order is being requested to accommodate increased purchasing needs, ensure continuity of service, and streamline administrative processing. Continuing the established purchasing arrangement will allow the City to maintain efficient and timely access to necessary office supplies and equipment, while reducing the administrative burden associated with processing individual purchases.

It is recommended that the City Council approve a change order to increase the Fiscal Year 2025-2026 purchase order to \$250,000, and approve a new purchase order with

Amazon Business for \$250,000, with the option to renew for an additional three (3) years at the discretion of the City Manager, without requiring any further approvals from the City Council, provided that the pricing structure remain within standard inflationary limits.

BACKGROUND

Procurement Cards (“P-Cards”) are issued to certain employees that make purchases on behalf of their respective departments and are generally used to facilitate small-dollar purchases, including the purchase of office supplies, electronics, and other miscellaneous goods through Amazon consumer accounts. As annual expenditures with Amazon increased, a more formalized purchasing process was identified to improve transaction efficiency, strengthen procurement controls, and better manage Citywide purchasing activity.

Accordingly, the City established an Amazon Business account through the OMNIA cooperative purchasing contract. Through the Amazon Business account, Arcadia has access to negotiated pricing and shipping terms, rebates on eligible purchases, and a more efficient and centralized purchasing process for City departments.

DISCUSSION

The first purchase order for Amazon Business was created based upon the City’s historical Amazon purchases. For open purchase orders, such as the one established with Amazon Business, purchases are made as needed and not according to a predetermined schedule. Spending is monitored by the Purchasing Office to ensure that the City remains within the authorized purchase order amount.

In April 2026, the remaining balance on the Amazon Business purchase order was approximately \$30,000, which was expected to be sufficient to cover purchases for the remainder of the fiscal year. At the time of review, outstanding purchases that had not yet been billed, as well as invoices that had not yet been entered into the City’s financial system, were not reflected in the remaining balance. These outstanding amounts totaled approximately \$24,000. In addition, expenditures increased during the final months of the fiscal year as departments utilized their available budget to complete purchases prior to year-end. As a result, expenses during the final months of the fiscal year were substantially higher than the average

monthly spending throughout the year. Total Fiscal Year 2025–26 expenditures were approximately \$250,000, which exceeded the original purchase order authorization by approximately \$60,000. Accordingly, an increase to the existing purchase order is being requested to establish a total authorized amount of \$250,000 for Fiscal Year 2025–26.

Although expenditures exceeded the original purchase order amount, all purchases remained within the overall budgeted amounts approved for office supplies and equipment. The additional expenditures did not result in an increase to the City's authorized budget and were accommodated within existing appropriations. Purchases through Amazon Business primarily supported routine departmental needs for office supplies and equipment and, in many instances, replaced purchases that otherwise would have been made through other vendors.

To prevent expenditures from exceeding the authorized purchase order amount in the future, an additional level of review will be implemented by the Purchasing Office, and the City's Amazon Business account will no longer allow purchases beyond the authorized purchase order amount. As such, City departments will only be permitted to make purchases through Amazon Business until the purchase order amount of \$250,000 is reached.

Although the City Council previously authorized additional renewals through Fiscal Year 2026–27, the original purchase order amount was established based on historical expenditure levels. Based on the level of utilization experienced during Fiscal Year 2025–26, and the continued demand from City departments, annual expenditures of approximately \$250,000 are anticipated in future fiscal years. Accordingly, a new annual purchase order in the amount of \$250,000 is recommended to more accurately reflect current and anticipated expenditures. Given the anticipated utilization beyond Fiscal Year 2026–27, there is also an opportunity to proactively establish a new purchasing arrangement that will accommodate the City's anticipated needs through Fiscal Year 2029–30. Staff has identified a new OMNIA Partners cooperative contract that may be utilized for annual purchases with Amazon Business through Fiscal Year 2029–30.

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by OMNIA Partners, while remaining within the City's adopted rules and procedures for purchasing. By

utilizing a cooperative purchasing program like OMNIA Partners, the City can streamline the procurement process and purchase equipment, supplies, and services at the best price possible. OMNIA Partners awarded a master contract agreement to Amazon Business for an online marketplace, expiring May 4, 2030. A copy of the agreement has been reviewed by the Administrative Services Department, and it has been determined to meet the City's procurement requirements.

Accordingly, staff is requesting approval to increase to the current purchase order amount to \$250,000 for Fiscal Year 2025–26, and authorize a new purchase order with Amazon Business in the amount of \$250,000 annually, with the option to renew for up to three additional fiscal years through Fiscal Year 2029–30.

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

Sufficient funds for the procurement of office supplies and equipment are included within the respective department operating budgets. The proposed increase to the Fiscal Year 2025–26 purchase order will not require an increase to the City's adopted budget, as the expenditures were accommodated within existing appropriations. Funding for future purchases with Amazon Business will be requested as part of the City's annual budget development process.

RECOMMENDATION

It is recommended that the City Council determine this action is not a project under the California Environmental Quality Act ("CEQA"); and approve a change order to increase the purchase order with Amazon Business to \$250,000 for Fiscal Year 2025–26, and approve a new purchase order with Amazon Business in the amount of \$250,000 annually, with the option to renew for three (3) additional years through Fiscal Year 2029–30, at the discretion of the City Manager and without requiring any

Change Order and Purchase Order for Amazon Business Account

October 6, 2026

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further approvals from the City Council, provided that the pricing structure remain within standard inflationary limits.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto". The signature is written in a cursive style with a horizontal line underneath the name.

Dominic Lazzaretto

City Manager



CITY OF ARCADIA

STAFF REPORT

OFFICE OF THE CITY MANAGER

DATE: October 6, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: REPORT FROM INDEPENDENT LEGAL COUNSEL REGARDING INTERNAL CONTROLS FOR CITY COUNCIL CHECK REQUESTS
CEQA: Not a Project
Recommendation: Receive and File

SUMMARY

At the June 21, 2026, City Council meeting, Council Member Cao, with support from Mayor Cheng and Mayor Pro Tem Fu, requested a future agenda item to consider an independent third-party legal counsel review of the City's internal controls for the check request and issuance process. This item fulfills that request and provides the City Council with an opportunity to review the report and its summary findings.

The review, conducted by Salek Law Group ("Salek"), found that Arcadia maintains clear and well-defined procedures for check issuance and authorizations, as well as the appropriate segregation of duties and required documentation. The findings further identify that the City's processes are reinforced by its written authorizations for individual positions and its culture of responsibility and adherence to protocols.

In their report, Salek found that the City's current system prevents individual City Council Members from approving any check request, selecting a vendor or consultant, or authorizing payment for any product or service. City protocols demonstrate that individual Council Members are not authorized to select vendors, consultants, or contractors, except as part of the full City Council vote on agenda items.

Following the review, two areas were identified for improvement regarding internal controls training for new employees as well as a defined process to detect and report suspicious activity or requests. It is recommended that the City Council receive and file this report on the City's internal controls and procedures for City Council check requests.

BACKGROUND

During the June 21, 2026, City Council meeting, Council Member Cao, with support from Mayor Cheng and Mayor Pro Tem Fu, requested an independent review of its internal controls surrounding check requests and authorizations by individual Council Members. During the meeting, it was also requested that outside legal counsel perform this review. At the following meeting on July 21, 2026, the City Council held a study session to discuss and provide direction on policies related to engagement with foreign governments. As part of this discussion, the Council directed the City Attorney to retain independent legal counsel to perform this review of existing protocols. As such, the City subsequently identified and engaged Salek to conduct the review.

Salek is based in Los Angeles and specializes in public and private sector employment law, investigations, and mediation. Salek Law Group has previously completed investigations into allegations of workplace fraud, harassment, embezzlement, discrimination, and conflict of interest. Salek has extensive experience conducting audits of workplace policies, practices, and procedures in alignment with existing laws, and identifying gaps and areas of non-compliance. As part of their scope of work, Salek was tasked with identifying any areas of concern regarding the check request and issuance process and making recommendations for improvement.

The scope of the review focused on the controls in place when a City Council Member requests payment from City funds. Within this scope, Salek reviewed the full life cycle of these check requests, from the initial request through processing and issuance of the check. The review also examined the controls that apply to Council Member requests within the City's procurement process.

As part of the review, Salek interviewed the City Manager, the Executive Assistant to the City Council, the Administrative Services Director, the Accounting Supervisor, and the Purchasing Officer. The reviewers also examined relevant City records, including

portions of the City Charter and Municipal Code, Arcadia's Conflict of Interest Code, the Purchasing Manual, the Request for Proposal Rules of Conduct/Evaluation Process, the Accounts Payable invoice submission and processing guidelines, internal Oracle processing guidance, and City organizational charts.

The review was conducted using the California State Controller's Office *Internal Controls Guidelines for California Local Agencies* (2015) and the United States Government Accountability Office *Standards for Internal Control in the Federal Government* (2025) as guidance. The full report is included as Attachment No. 1.

DISCUSSION

Overall, Salek Law Group found no material weaknesses or significant deficiencies with the City's internal controls, within the scope of its review. The report confirms that the City has clear procedures for check issuance, well-defined authorizations, appropriate separation of duties among staff, multiple levels of approval, and detailed documentation requirements. The report's major findings are summarized below, including the recommended next steps.

City Council Payment and Reimbursement Policies

The City Council Protocols and Procedures ("Council Protocols") are provided to all new Council Members and reviewed during their orientation, see Attachment No. 2. The Council Protocols state that the City will pay expenses related to official City business or that serve a public purpose, it identifies eligible expenses for City reimbursement and requires supporting documentation for all expense requests. Any expense not covered by the policy requires prior approval by the full City Council at a public meeting. The Council Protocols also identify penalties for misuse of public resources, including loss of reimbursement privileges, repayment to the City, and civil penalties under State law. City Council Members do not have direct access to City funds and do not have City credit cards.

Check Request Process

Salek received a list of all check requests from City Council Members from July 2022 through September 2026, with records showing 15 check requests total, with all checks under \$1,000, and ten under \$150. From that list, Salek independently selected five check requests made by three Council Members in 2022 and 2023 for detailed review.

When a Council Member requests a payment, such as for conference attendance, the request must be documented on the designated form and accompanied by supporting documentation. Before a check can be issued, the cost estimate for the payment must be pre-approved and later finalized by both the City Manager and the Administrative Services Director, after actual costs are calculated and receipts are submitted. A review of the payment files shows staff carefully verify expenses and are willing to deny portions of requests not authorized by the Council Protocols. Examples included deducting valet parking and meals already provided at a conference, reimbursing only the least expensive rideshare option, and documenting a Council Member's repayment to the City for the overpayment of mileage.

Arcadia's Controls and Activities

The report found that the City has a strong control environment and its actual practices are consistent with its written policies and internal culture. Staff were not aware of any Council Member attempting to initiate a purchase request or submit an invoice outside of the Council Protocols. Staff expressed a strong sense of responsibility for protecting public funds and confidence that their supervisors would support them in addressing any hypothetical improper requests.

The City's Procurement System

Arcadia's Municipal Code establishes a centralized purchasing system that requires, with few exceptions, three informal bids or quotes for purchases between \$5,000 and \$30,000. Purchases over \$5,000 must be approved at various levels that range from the Department Director, Purchasing Officer, Finance Department, and Administrative Services Director, while contracts over \$30,000 are competitively bid and awarded by the City Council. Each department maintains a regularly updated list of employees authorized to approve purchases, change orders, check requests, and invoices, along with the limits of each person's authority.

Staff also stated that if a Council Member wanted the City to use a particular vendor, contractor, or consultant, the City would still follow its standard procurement processes by obtaining bids or quotes and having the selection made by appropriate staff. Individual Council Members do not have independent authority to make purchases or to hire consultants or contractors using City funds, nor can they select vendors or contractors, except by voting on agenda items as part of the full City Council.

Area for Improvement & Next Steps

The report identified two areas for improvement that relate to training and reporting. Regarding training, Salek found that the City could benefit from a formal training program on the existing internal controls and Council Protocols for new hires or staff in relevant positions. The report further recommended documenting the procedures staff should follow if a Council Member makes improper contact or suspicious activity is detected.

In response to the report's recommendations, staff will explore developing and implementing a training program for new hires and existing staff in relevant positions. The training will cover the implementation of the Council Protocols, the City's internal controls, and instructions on the actions to be taken in response to an improper request or the detection of suspicious activity. Staff will continue to follow the City's existing check request and procurement procedures, which the report found to be effective.

ENVIRONMENTAL ANALYSIS

Receiving and filing this report 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.

FISCAL IMPACT

Sufficient budget exists in the City Attorney's Fiscal Year 2026-27 Operating Budget to fund the internal controls review completed by Salek Law Group. As of the date this report was prepared, final invoices have not yet been received.

RECOMMENDATION

It is recommended that the City Council determine that this action is not considered a project under the California Environmental Quality Act ("CEQA"); and receive and file this report on the City's internal controls and procedures for City Council check requests.

Review of City Council Check Requests

October 6, 2026

Page 6 of 6

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", with a horizontal line underneath.

Dominic Lazzaretto

City Manager

Attachment No. 1: City of Arcadia Internal Controls Review: City Councilmember
Check Requests

Attachment No. 2: City Council Protocols and Procedures



SALEK LAW GROUP

City of Arcadia

**Internal Controls Review Re: City Councilmember
Check Requests**

18653 VENTURA BOULEVARD # 300
LOS ANGELES, CALIFORNIA 91356
(310) 773-3998 FAX (310) 773-3997
WWW.SALEKLAWGROUP.COM

SALEK LAW GROUP
REPORT OF INTERNAL CONTROLS REVIEW
RE: CITY COUNCILMEMBER CHECK REQUESTS

The following is Salek Law Group's report regarding the internal controls review requested by the City of Arcadia.

I. SCOPE OF REVIEW

The City of Arcadia ("City") asked us to review the controls in place if a City Councilmember requests a payment issuance from City funds. Within this scope, we reviewed the life cycle of such check requests, from initiation through processing and issuance. We also reviewed relevant controls for Councilmember requests in City procurement processes.

II. RESULTS OF REVIEW

As explained in more detail below, this review determined that:

- The City has clear procedures for check issuance, well-defined authorizations, appropriate segregation of duties, and detailed documentary backup requirements.
- The City's standard practices as to Councilmember requests for payment are consistent with written policies and procedures. The City's processes are reinforced by its written authorizations for individual positions and its culture of responsibility and adherence to protocols.
- Individual Councilmembers do not have signatory authority to approve requisitions, change orders, check requests, or invoice payments. They also are not authorized to select vendors, consultants, or contractors, except as part of the full City Council vote on agenda items.
- The City's detailed system precludes individual Councilmembers from approving any request for a check, selection of a vendor or consultant, or payment for any product or service.
- All interviewees were asked about interactions with City Councilmembers. No impropriety was reported. The interviewees were not aware of any Councilmember ever attempting to initiate a requisition or submit an invoice outside of those authorized by the City Council Protocols and Procedures.
- City Code section 2841.7 and the City's Conflict of Interest Code impose ethical obligations on staff involved in procurements. The City lacks a systematic training program regarding its internal controls for new hires and existing employees in relevant positions.

III. REVIEW RECORD

In conducting this review, we spoke with the following relevant City employees:

- Dominic Lazzaretto, City Manager
- Mary Buttice, Executive Assistant
- Henry Chen, Administrative Services Director
- Robert Base, Accounting Supervisor
- Monica Li, Purchasing Officer

We conducted all interviews in person except one performed telephonically.

We reviewed the following City records:

- Relevant portions of the City Charter and City Code of Ordinances;
- Conflict of Interest Code for the City of Arcadia (Amended October 15, 2024);
- City of Arcadia Purchasing Procedures Manual (Amended August 2021);
- City of Arcadia Request for Proposal Rules of Conduct/Evaluation Process;
- Accounts Payable Invoice Submission and Processing Guideline;
- Internal Oracle processing guidance; and
- City Organization Charts.

We also received and reviewed a spreadsheet listing all check requests from City Councilmembers from July 2022 through September 2026. We independently selected for detailed review five of these transactions by three Councilmembers in 2022 and 2023. We requested and were provided all documents relating to those selected check requests.

We considered the California State Controller's Office *Internal Controls Guidelines for California Local Agencies* (2015) and the United States Government Accountability Office *Standards for Internal Control in the Federal Government* (2025) in our internal controls review.

IV. SUMMARY OF CONCLUSIONS AND FINDINGS

We found no material weaknesses or significant deficiencies in the City's internal controls within the scope of our review. Based on the record we reviewed, the following is a summary of our conclusions and findings.

A. City Councilmember Check Request Policies and Procedures

- The City of Arcadia City Councilmembers do not have direct access to City funds. They do not have City credit cards. Councilmembers do not have independent authority to make purchases or retain consultants or contractors using City funds.

- The “City Council Protocols and Procedures – Statement of Policy” (“Council Protocols”) document is provided to all new Councilmembers and is reviewed as part of the orientation of newly elected Councilmembers. The Council Protocols delineate the types of payments City Councilmembers are authorized to receive from the City. The City has integrated these Council Protocols into its organizational structure and functions.

B. The City’s Control Activities

- The City has several written procedures and standard practices requiring multiple levels of review of any request for payment by a Councilmember. The City has clear procedures for check issuance and well-defined authorizations. Its procedures include appropriate segregation of duties and multiple levels of approvals within each relevant department.

- Records of Councilmember requests for payment for travel, conferences, or other City-related expenses show comprehensive backup documentation is required. Selected files illustrate a detailed and transparent review and analysis of documentation and a willingness to deny portions of reimbursement requests not authorized by Council Protocols.

- The Administrative Services Director and City Manager receive Accounts Payable Warrants reports from the Finance Department on a weekly basis. These reports require both signatures for approval.

C. The City’s Control Environment

- The City’s standard practices as to Councilmember requests for payment are consistent with written policies and procedures. The City’s processes are reinforced by its written authorizations for individual positions and its culture of responsibility and adherence to protocols. Interviewees expected City procurement and check issuance procedures to be followed and conveyed their sense of responsibility for their roles in ensuring the integrity of these processes. Individual department employees expressed confidence that they would be supported by their supervisors regardless of hypothetical Councilmember pressure.

- All interviewees were asked about any interactions with Councilmembers. No impropriety was reported. The interviewees were not aware of any Councilmember ever attempting to initiate a requisition or submit an invoice outside of those authorized by Council Protocols. Employees outside of the City Manager’s Office uniformly denied any City Councilmember ever contacting them.

- Multiple interviewees expressed that if a Councilmember wanted the City to use a third-party vendor, contractor, or consultant, the City would use its standard procurement processes, requiring formal or informal bids or quotes and selection conducted by appropriate department staff members.

- The City Manager reported informing newly hired department heads of the processes for handling Councilmember contacts.

- City Code section 2841.7 and the City’s Conflict of Interest Code impose ethical obligations on employees involved in procurements. The City lacks a systematic training program regarding the implementation of the Council Protocols and its internal controls for new hires and existing employees in relevant positions. We did not find formalized training for City staff regarding actions to take in the event of improper contacts or detection of suspicious activity.

D. The City’s Procurement System

- The City of Arcadia Code of Ordinances (“City Code”) established a centralized purchasing system under the authority of the Administrative Services Director. Procurement controls include reviews and approvals in different departments and at different levels.

- With few exceptions, departments requesting procurements between \$5,000 and \$30,000 must obtain three informal bids or quotes. In general, all City contracts for public works, maintenance services, or purchasing of goods over \$30,000 must be competitively bid by the relevant department or Purchasing and awarded by the City Council. Professional services agreements over \$30,000 must also be awarded by the City Council.

- The City’s procurement system includes segregation of duties and multiple levels of approvals within each relevant department. Through their life cycle, procurements over \$5,000 must be approved by the head of the initiating department, the Purchasing Officer, the Finance Department, the Administrative Services Director, and the City Manager. Requisitions under \$5,000 also must be approved by the Purchasing Officer and Administrative Services Director. The full City Council must approve most contracts over \$30,000.

- Individual Councilmembers do not have signatory authority to approve requisitions, change orders, check requests, and invoice payments. Councilmembers do not have authority to select vendors, consultants, or contractors, except to vote on agenda items as part of the full City Council.

V. RECOMMENDATIONS

We recommend the City institute a systematic training program regarding the implementation of the Council Protocols and internal controls for new hires and existing staff in relevant positions. This training should include actions to take in the event of improper contacts or detection of suspicious activity.

VI. INTERNAL CONTROLS ANALYSIS

A. City Councilmember Check Request Policies and Procedures

The Council Protocols are provided to all new Councilmembers and are reviewed as part of the orientation of newly elected Councilmembers. The Council Protocols describe the procedures for City Council requests for payment:

“It is the policy of the City of Arcadia to pay for expenses incurred by Council Members when the expense is related to official City business or when it serves a public purpose. The City will pay for or reimburse Council Members for expenses incurred while conducting City business or while representing the City at community functions.”

The Council Protocols describe the types of expenses that the City will reimburse to Councilmembers. They also delineate types of expenses the City will not pay. The Council Protocols require documentation supporting all requests for expense payment. They also provide, “All expenses are subject to verification that they comply with the intent of this policy.”

As to any other requests for payment, the Council Protocols require approval by the full City Council: “All expenses for activities and materials not included in this policy require prior approval. For Council Members that approval is to be by the City Council at a public meeting.”

The Council Protocols expressly identify penalties for violations:

“The penalties for misusing public resources or falsifying expense reports in violation of this policy may include, but are not limited to, the following:

- a) Loss of reimbursement privileges
- b) Restitution to the City
- c) Civil penalties pursuant to Section 8314 of the Government [Code].”

As described below, the City has integrated these Council Protocols into its organizational structure and functions.

B. City Processes and Control Activities

Councilmembers contact the Executive Assistant with requests for payment by submitting a “Travel Request & Expense Form” (“Expense Form”) and backup documentation. If the Executive Assistant has questions about the propriety of a request, she asks the Deputy City Manager or City Manager.

The Executive Assistant performs a detailed review of the requests and requires backup documentation. A common request has been for conference attendance. The Executive Assistant directly pays certain expenses, like the conference fees. Once the Executive Assistant receives appropriate documentation, they prepare an estimate of anticipated costs for the event, including travel, hotel and per diem expenses. The Executive Assistant provides the estimate to the City Manager and Administrative Services Director for signed pre-approval. Backup includes items like the conference agenda and fee descriptions.

Upon return from the conference, the Councilmember must submit proof of the additional expenses, such as receipts. Once the Executive Assistant receives appropriate documentation, they calculate the actual costs for reimbursement. This then goes to the City Manager and

Administrative Services Director for approval. The Expense Form and backup documentation then go to the Finance Department for further review and approval prior to check issuance. Once a check is issued, the Executive Assistant ensures its delivery to the Councilmember.

The Finance Department maintains copies of the checks, backup documentation, and correspondence regarding the paid request. In the examples of Councilmember Expense Forms we reviewed, both the “Pre-Approval” and “Actual” sections contained detailed expense calculations. The Expense Forms were signed by the requestor, the City Manager, and the Administrative Services Director.

Backup documentation in the packets included: Google map printouts with the mileage calculations handwritten on them, an email between the Executive Assistant and Finance regarding excluding breakfast and lunch from per diem reimbursement with the subtraction calculation handwritten on it, airline receipts, itemized hotel receipts, printouts showing the least expensive Uber option for reimbursement, and checks with check stubs. One hotel receipt contained handwritten calculations to deduct valet parking from reimbursement. Another included a form showing reimbursement by the Councilmember to the City for overpayment of mileage.

The Administrative Services Director and City Manager receive Accounts Payable Warrants reports from the Finance Department on a weekly basis. These reports require both signatures for approval.

The City has several written procedures and standard practices requiring multiple levels of review of any request for payment by a Councilmember. The City has clear procedures for check issuance and well-defined authorizations. Its procedures include appropriate segregation of duties and multiple levels of approvals within each relevant department.

Reviewed records of Councilmember requests for payment for travel, conferences, and other City-related expenses show comprehensive backup documentation is required. Selected files illustrate a detailed and transparent review and analysis of documentation and a willingness to deny portions of reimbursement requests not authorized by Council Protocols.

C. City Control Environment

The City’s standard practices as to Councilmember requests for payment are consistent with written policies and procedures. The City’s processes are reinforced by its written authorizations for individual positions and its culture of responsibility and adherence to protocols.

Documentary evidence shows only 15 check requests from Councilmembers over an approximately four-year period. All of them were under \$1,000, and ten were under \$150.

The Executive Assistant is a liaison to City Councilmembers in several areas, including check requests. The Executive Assistant job description requires responsibility and independent judgement, including in relation to City Councilmembers:

- “perform responsible and difficult secretarial and administrative work involving the use of independent judgment and personal initiative”;
- “perform varied and responsible secretarial duties to assist in the processing and completion of administrative operations for assigned staff and City officials”;
- “coordinate City Council presentations and ensure proper protocol is met”;
- “serve as liaison between City Council and the public”; and
- “perform responsible reception and public contact duties.”

The City’s written financial procedures contain detailed descriptions of reviews and reconciliations to be performed by the Finance Department, which are applied to Councilmember check requests. The Finance team conducts multiple tiers of review prior to check approval.

The Executive Assistant expressed an understanding of her responsibility to protect the public fisc and ensure the propriety of City payments to Councilmembers. In the event she received such a request, she felt entirely supported in this role by her supervisors, the Deputy City Manager, and City Manager.

All interviewees were asked about interactions with City Councilmembers. No impropriety was reported. The interviewees were not aware of any Councilmember ever attempting to initiate a requisition or submit an invoice outside of the standard procedures described above. Employees outside of the City Manager’s Office uniformly denied any City Councilmember ever contacting them. The Executive Assistant, who does interact with Councilmembers for check requests, denied having ever received a request for payment by a Councilmember that made her uncomfortable.

Multiple interviewees expressed that if a Councilmember wanted the City to use a third-party vendor, contractor, or consultant, the City would use its standard procurement processes, requiring formal or informal bids or quotes and selection by appropriate department staff members.

The City has a strong control environment, both in its standard practices and internal culture. Interviewees expected City procurement and check issuance procedures to be followed and conveyed their sense of responsibility for their roles in ensuring the integrity of these processes. Individual department employees expressed confidence that they would be supported by their supervisors regardless of hypothetical Councilmember pressure. Interviewees stated that if they had any concerns about the propriety of a particular transaction, they would discuss those concerns with their supervisors.

City Code of Ordinances section 2841.7 and the City’s Conflict of Interest Code impose ethical obligations on employees involved in procurements. The City Manager reported informing newly hired department heads of the processes for handling Councilmember contacts, which he expects to be conveyed to department staff. However, the City does not have a systematic training program regarding the implementation of the Council Protocols or internal controls for new hires or existing staff in relevant positions. We did not find formalized training for City staff regarding actions to take in the event of improper contacts or detection of suspicious activity.

D. The City's Procurement System

The City Code of Ordinances established a centralized purchasing system under the authority of the Administrative Services Director. Stated reasons for this system include “to exercise positive financial control over purchases” and “to clearly define and delegate authority for the purchasing function.”

Through their life cycle, procurements over \$5,000 must be approved by the head of the initiating department, the Purchasing Officer, the Finance Department, the Administrative Services Director, and the City Manager. The full City Council must approve most contracts over \$30,000. Requisitions under \$5,000 also must be approved by the Purchasing Officer and Administrative Services Director.

With few exceptions, departments requesting procurements between \$5,000 and \$30,000 must obtain three informal bids or quotes. In general, all City contracts for public works, maintenance services, or purchasing of goods over \$30,000 must be competitively bid by the relevant department or Purchasing and awarded by the City Council. Professional services agreements over \$30,000 must also be awarded by the City Council.

Each City department has a written list of individual employees authorized to sign and approve requisitions, change orders, check requests, and invoice payments. These lists, which are updated regularly, delineate the limits to each individual's signatory authority and contain the signatures of each staff member granted such authority. City Councilmembers do not have signatory authority. This detailed system precludes individual City Councilmembers from approving any request for a check, selection of a vendor or consultant, or payment for any product or service.

Purchasing requisitions and their backup must be approved by the head of the initiating department and then by the Purchasing Officer and the Administrative Services Director before a purchase order is issued. Invoices must be approved within the initiating department and then by Accounts Payable and the Accounting Supervisor before a check is issued. Accounts Payable Warrants Reports, including check register reports, are then reviewed and approved by the Administrative Services Director and City Manager.

The City's procurement system includes segregation of duties and multiple levels of approvals within each relevant department. Individual Councilmembers do not have signatory authority to approve requisitions, change orders, check requests, or invoice payments. They also are not authorized to select vendors, consultants, or contractors, except as part of the full City Council vote on agendized matters.



City Council Protocols & Procedures

Statement of Policy

July 2025

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APPENDIX:

1. Ticket Distribution Policy
2. Political Activities

The purpose of the City Council Protocols & Procedures is to provide guidelines for Council Members to ensure fairness and consistency in the application of official requests and the use of City resources. City staff, including the City Attorney, will assist the City Council in ensuring that all protocols and procedures are adhered to. City Council Members are responsible for their individual conduct in addition to the conduct of the City Council as a whole. Copies of this document will be given to each new City Council Member and will be included as part of the orientation process for all newly elected members.

Updated: July 2025

Previous Update: June 2016

Attendance at Community Events

Unless a certain Council Member is requested, when staff receives a request for the City Council to attend a community event, Council Members will be contacted in the following order: Mayor, Mayor Pro Tem, and other Council Members by order of seniority on the City Council.

Certificates

In general, certificates of achievement, commendation and/or service are to be signed by the sitting Mayor. These certificates will be awarded at the request of the Mayor or a City Council Member. Staff will fulfill the certificate request without the expectation of due diligence or research into the recipient, event, or merits of the certificate, unless specifically requested. At the time the certificate is requested, complete information should be provided about the recipient and purpose of the certificate, so the appropriate staff may fulfill the request expediently. The Mayor will handle all presentations made at City Council meetings.

Certificates given at a community event may be presented by the Mayor or another Council Member if the Mayor is not in attendance.

Council Members may request a certificate be prepared for their signature rather than the Mayor's. Such a certificate will be titled a "Certificate of Commendation" rather than a "Mayor's Certificate of Commendation."

Certificates may be given to residents, businesses, or to an individual, business, or organization, as determined by the City Council.

Blank certificates will not be given to Council Members.

Staff requests a minimum of five days advance notice prior to the City Council Meeting or event the certificate is requested for.

At a regular frequency, the City Manager's Office will share a summary of the certificates issued by the City Council using existing communication channels like weekly reports or other means.

City Apparel

City branded apparel should be worn only for public or community events when the Council Member is representing the City. When attending a private or political event, City Council Members should avoid wearing City of Arcadia branded apparel. If a City Council member is attending a private or political event with City branded apparel, they should make it clear that they are participating as a private citizen and not as a representative of the City and should avoid posing for pictures in the branded apparel at that event.

City Pins

City pins may be obtained from the City Manager's Office and are to be used only for purposes directly related to the City. Examples include, but are not limited to: a gift to visiting dignitaries, to promote the City, or as a gesture of goodwill while travelling on City business.

City Stationary

The use of City stationery should be kept to matters directly relating to City of Arcadia business. All letters (except for thank you, congratulatory, or other letters of a social nature) on any type of City stationery are to be copied to the City Manager.

Contact with City Staff

On matters relating to certificates, proclamations, information about community events, travel and meeting arrangements, mail, and Council meeting adjournments, please contact the Executive Assistant for the City Council.

For all other matters, please contact the City Manager, the Assistant to the City Manager, or the appropriate department head. There will be instances when it is necessary for you to work with a particular member of the City staff. For purposes of efficiency, direct contact with this person is expected and encouraged; however, it is appreciated if you would refrain from giving staff direction outside of the issue at hand.

Correspondence

City Council mail is opened by the City Manager's staff daily and delivered to Council Members on a weekly basis (usually Friday morning). Time sensitive mail is scanned and emailed upon receipt.

Unless there is a request for a personal opinion or action, or the subject matter is such that there is a difference of opinion among Council Members, letters addressed to the “City Council” (or the same letter is sent to the entire City Council) will be responded to by a letter from the sitting Mayor, on behalf of the City Council. City staff will prepare a response for the Mayor’s signature. Upon completion, a copy of the incoming letter and response will be distributed to all Council Members.

Letters addressed to individual Council Members will be given to the Member only and responded to by said Member. If asked, staff will prepare a response for the Council Member’s review.

Details about events to which the City Council is invited will be placed on the calendar included in the Weekly Report (assuming the invitation is mailed to City Hall). In addition, staff will note on the invitation the names of the Council Members to whom it was mailed. If a certificate or proclamation is requested, or appropriate from past practice, staff will prepare such and provide it to the Council Member that is going to attend the event. Not all events require a certificate. In most cases, when a certificate or proclamation is not asked for it is because the event organizers do not want one nor do they want to add time for a City presentation to their program.

City staff may provide administrative and clerical support to Council Members with regard to correspondence as long as the issue at hand is directly related to City business.

Should a Council Member respond to or initiate a letter on their own, he/she is to use City stationery that contains their name only. If the subject matter is one of opinion rather than policy, it should be made clear that the Council Member is speaking as an individual and not on behalf of the City or his/her colleagues on the Council. All letters (except for thank you, congratulatory, or other letters of a social nature) sent on City stationery, and all e-mails regarding City business, are to be copied to the City Manager so that staff can accurately respond to a resident’s inquiry about the status of their request and/or answer follow-up questions.

The City, or individual Council Members, will not issue letters of invitation to foreign countries, agencies, or businesses.

Legislative Correspondence

When legislation is proposed that will affect the City of Arcadia, the City Manager will prepare letters for the Mayor’s signature to the appropriate officials, be they Federal, State, or County legislators, informing them of the City’s support or opposition. These letters may specifically request that the legislator vote in a particular manner.

In determining the City's position on a piece of legislation, the City Manager shall review the League of California Cities' position and those of any other pertinent municipal association in which the City or an individual staff member is a member (San Gabriel Valley Council of Governments, County Sanitation District, etc.). The City Manager will consult with the City Attorney as necessary.

The City Manager may prepare letters urging certain advocacy on legislative affairs that may impact City services under their signature if time is of the essence or if it is known that the proposed legislation would affect an established and known City position, program, service, or policy. Any letters sent by the City Manager will be placed with the City Manager's Weekly Report to Council.

Ticket Distribution

Tickets to attend events at Santa Anita Park (i.e. Racing, concerts, etc.) are available for use by the City Council through the City Manager's Office. City Council Members are allowed to request tickets in accordance with the City's Ticket Distribution Policy. Tickets that are received by City Council Members are for the private use of the individual requestor and must comply with all applicable Fair Political Practices Commission (FPPC) regulations.

Travel Expense Reimbursement

It is the policy of the City of Arcadia to pay for expenses incurred by Council Members when the expense is related to official City business or when it serves a public purpose. The City will pay for or reimburse Council Members for expenses incurred while conducting City business or while representing the City at community functions. The City may pay for or reimburse the following types of expenses:

- Office supplies
- Transportation - airfare, mileage or gasoline, rental car, parking
- Lodging
- Meals
- Telephone
- Baggage handling fees
- Reasonable and customary gratuities
- Internet and business center costs for actual City business

Activities that generally qualify for advance payment or reimbursement include:

- Educational or informational meetings, workshops, and conferences
- Participation in regional, state or national organizations whose activities affect the City's interests
- Attendance at City functions

- Attendance at community and community-related events, including those held primarily for the purpose of raising funds for a non-profit organization operating within the community

For community events at which attendance by the City Official and the Official's significant other is generally considered to be expected, thereby serving the public purpose of joining the City Official in fostering ties with the community, the City may purchase a ticket for the Official and the Official's significant other.

Expenses not eligible for reimbursement or advance payment by the City include:

- Personal expenses
- Alcohol
- Dry cleaning
- Political or charitable contributions (Purchasing a ticket to an event that raises funds for a non-profit charitable organization is a reimbursable expense, provided that the Official's attendance at the event serves a public purpose.)
- Entertainment expenses such as movies, sporting events, golf, etc.
Non-mileage personal automobile expenses such as repairs, traffic citations, insurance and related

Transportation

The most economical mode and class of transportation reasonably consistent with scheduling needs and cargo space requirements should be used. Airfare is limited to coach class on a commercial air carrier. An Official may obtain personal frequent flyer credits for flights taken, but the selection of an airline or a given trip shall not be made for the purpose of accumulating such miles.

Automobile mileage is reimbursed at the prevailing Internal Revenue Service rate. If a rental car is necessary for the performance of an Official's duties, the car shall be "standard/intermediate/full-size" unless an upgrade is provided at no additional cost. When using the City's contracted vendor (Enterprise), physical damage and liability insurance should be provided as part of the quoted cost. If another car rental agency is used the liability insurance/damage waiver offered by the rental car company should be purchased at the time of rental.

City vehicles are not usually used for transportation on extended trips, but if necessary they can be used with the approval of the City Manager or appropriate Department Head.

Taxi fare, shuttle fees and parking fees are eligible for reimbursement as long as said expenses are incurred for City business.

Lodging

Lodging expenses will be paid for when travel on official City business reasonably requires an overnight stay. Lodging expenses are authorized for travel outside of a 50- mile radius of City Hall unless approved in advance by a majority of the City Council for Council Members and or by the City Manager for employees. Travelers should request the government rate, when it is available. Government rates are presumed to be reasonable and therefore reimbursable through this policy. If the government rate is not available, lodging should be obtained that is at the median retail price for that area.

If lodging is in connection with a conference or group meeting, the cost shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available at the time of booking. If the group rate is not available, comparable (e.g. government rate) lodging may be used, keeping in mind that it should be within the median retail price for the area.

Meals

Reasonable (market rate) meal expenses and associated customary gratuities are eligible for reimbursement. Whenever possible, an attempt should be made to take advantage of meals that are included as part of the event. For the purpose of this policy, when on a trip the reasonable reimbursement rate for meals is the current Internal Revenue Service per diem, unless unusual circumstances exist. This daily amount does not preclude the Official's responsibility to take advantage of meals included as part of the event.

When attending a City-related function other than a conference, seminar or meeting, the actual cost of the meal will be reimbursed.

Cash Advances

From time to time it may be necessary for an Official to request a cash advance to cover anticipated expenses while traveling or doing business on behalf of the City. Such request for an advance should be submitted to the City Manager prior to the need for the advance with an explanation of the purpose of the expenditure and the anticipated amount of the expenditure. This request may be made on a "Travel Request and Expense Report Form." Any unused advance must be returned to the City. As noted below, expenses may be pre-paid, with the understanding that receipts still need to be submitted.

Procedure

Arrangements for attendance at meetings, conferences and events may be made by the Council Member or by the City Council's staff liaison in the City Manager's Office. To the

extent possible, fees and charges may be paid in advance, with any outstanding documentation to follow when it is available. Whether travel arrangements are made by a staff member or by the Council Member, it is the elected officials' responsibility to ensure that all receipts and documentation are submitted as outlined in this policy.

All expense reimbursement requests are to be documented with receipts and submitted on the appropriate paperwork, which may include an expense report form, a petty cash slip or another City Manager approved form. For extended trips, a "Travel Request and Expense Report Form" is usually required and must be completed and approved by the City Manager prior to the travel taking place.

As noted above, City Officials shall submit an expense report (or another approved form) in order to receive reimbursement. Expense reports must document that the expense in question meets the requirements of this policy. For example, if the meeting is with a legislator, the local official should explain whose meals were purchased, what issues were discussed, and how they relate to the City of Arcadia.

Expense documentation should be submitted within 30 days of the expense being incurred, accompanied by receipts. Inability to provide such documentation in a timely fashion may result in the expense being borne by the Official.

All expenses are subject to verification that they comply with the intent of this policy.

Other Expenses

All expenses for activities and materials not included in this policy require prior approval. For Council Members that approval is to be by the City Council at a public meeting. For City employees, that approval is to be by the City Manager.

AB 1234 Reporting

Officials subject to AB 1234 must make a brief report at the next meeting of the legislative body on a conference, event, or meeting they attended at the expense of the City. An exception to this is that if an employee attends a function as a City employee and not as a member of a legislative body, it is doubtful that AB 1234 reporting is required. Consult with the City Attorney if there are questions about this requirement.

Violations

The penalties for misusing public resources or falsifying expense reports in violation of this policy may include, but are not limited to, the following:

- a) Loss of reimbursement privileges

- b) Restitution to the City
- c) Civil penalties pursuant to Section 8314 of the Government

Proclamations

A Proclamation may be prepared for a special occasion or commemorative event and may be presented at a City Council meeting or a specific event. Reasons for issuing a proclamation are wide ranging; however, they should always have some connection to the City of Arcadia. Proclamations are always signed by the sitting Mayor.

The City Council does not issue proclamations for non-City activities or for legislative matters.

Staff requests at least one week advance notice prior to the posting of the City Council meeting agenda from Council Members requesting a proclamation.

Promotion of Individual Council Members

When “promoting or advertising” a City service, program or event, it is the City’s policy to promote the activity as a whole and the City as a whole. From time to time a quote from an elected official will be included in a press release and the quote is usually from the Mayor, who speaks on behalf of the City/City Council. The City is not legally able to promote individual Council Members. In fact, there are restrictions on how the City may use the name and/or likeness of elected officials in City publications. To avoid problems, Arcadia takes a conservative approach to this issue and focuses on the City and activity rather than a particular person.



ADMINISTRATIVE POLICY

APPENDIX 1

SUBJECT: **TICKET DISTRIBUTION POLICY**

Policy No.: II-08
Adopted: 04/07/2009
Amended: 02/15/2011
08/21/2012

CITY MANAGER

A. PURPOSE

The purpose of this policy is to ensure that all Tickets provided to the City shall be distributed in furtherance of governmental and/or public purposes as required under Fair Political Practices Commission (FPPC) Regulation 18944.1.

B. APPLICATION

1. This policy applies to Tickets which provide admission to a facility, event, show, or performance for an entertainment, amusement, recreational or similar purpose, and are either:
 - a) gratuitously provided to the City by an outside source;
 - b) acquired by the City by purchase at full price or at a discount;
 - c) acquired by the City as consideration pursuant to the terms of a contract for the use of a City venue; or
 - d) acquired and distributed by the City in any other manner.
2. This policy does not apply to any other item of value provided to the City or any City Official, regardless of whether received gratuitously or for which consideration is provided.
3. This policy shall supersede and replace any other City policy pertaining to the distribution of Tickets.

C. DEFINITIONS

Unless otherwise expressly provided herein, words and terms used in this policy shall have the same meaning as that ascribed to such words and terms in the California Political Reform Act of 1974 (Government Code Sections 81000, et seq., as the same may from time to time be amended) and the Fair Political Practices Commission ("FPPC") Regulations (Title 2, Division 6 of the California Code of Regulations, Sections 18110 et seq., as the same may from time to time be amended).

1. "City" or "City of Arcadia" shall mean and include the City of Arcadia, any other affiliated agency or body created or activated by the Arcadia City Council, and any departments, boards and commissions of the City of Arcadia.



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2. "City Official" means every member, official, officer, employee or consultant of the City of Arcadia, as defined in Government Code Section 82048 and FPPC Regulation 18701. Such term shall include, without limitation, any City board or commission member or other appointed official or designated employee required to file an annual Statement of Economic Interests (FPPC Form 700).
3. "Immediate family" means spouse and dependent children. The term "spouse" includes registered domestic partners (FPPC Regulation 18229).
4. "Ticket" means and includes any form of admission privilege, including without limitation passes, to a facility, event, show or performance for an entertainment, amusement, recreational or similar purpose provided by the City to, or at the behest of, a City Official.

D. GENERAL PROVISIONS

1. The use of complimentary Tickets is a privilege extended by the City and not the right of any person to whom the privilege may from time to time be extended.
2. Tickets received by a City Official pursuant to this policy shall not be transferred, except to members of such City Official's immediate family or to no more than one guest solely for his or her attendance at the event.
3. No person who receives a Ticket pursuant to this policy shall sell or receive reimbursement for the value of such Ticket.
4. No Ticket gratuitously provided to the City by an outside source and distributed to, or at the behest of, a City Official pursuant to this policy shall be earmarked by the outside source for use by a specific City Official or a certain class of City Officials.
5. This policy does not generally apply to political or nonprofit fundraisers which are governed by a separate FPPC regulation.
6. Tickets received or directed for use by a City Official not in conformance with this policy remain subject to separate disclosure requirements and the annual gift limit under the California Political Reform Act and related regulations, unless otherwise exempted or excluded under state law.



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7. Tickets to events that primarily provide information and related material and are provided to assist the City Official in the performance of his or her official duties or those of his or her elected office are also not generally subject to this policy. To the extent that any event might be considered to be more entertainment-oriented, the City Attorney's office should be consulted concerning possible disclosure and reporting requirements.
8. Tickets provided to a City Official and one guest for admission to a facility, event, show, or performance for an entertainment, amusement, recreational, or similar purpose, at which the City Official performs a ceremonial role on behalf of the City, shall not be subject to this policy so long as the City complies with the reporting requirements set forth below. Any City Official who attends the event as part of his or her job duties for the purpose of assisting another City Official who is performing the ceremonial role shall not be deemed to have received a gift or income by attending the event.
9. Any City Official, any member of the City Official's immediate family, or any guest of the City Official may return any unused ticket to the City for redistribution pursuant to this policy.
10. The FPPC recognizes the discretion of the City Council to determine whether the distribution of a Ticket serves a legitimate public purpose of the City, provided the determination is consistent with state law.
11. The provisions of this policy apply only to benefits the City Official receives that are provided to all members of the public possessing the same class of Ticket.

E. TICKET ADMINISTRATOR

1. The City Manager or his/her designee, shall be the Ticket Administrator for purposes of implementing the provisions of this policy. In such case where the City Manager desires to obtain a Ticket, the City Council authorizes the Mayor to exercise the City's sole discretion in determining whether the City Manager's use or behest of Tickets is in accordance with the terms of this policy.
2. The Ticket Administrator shall have the authority, in his or her sole discretion, to establish procedures for the distribution of Tickets in accordance with this policy. All requests for Tickets which fall within the scope of this policy shall be made in accordance with these procedures.



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SUBJECT: **TICKET DISTRIBUTION POLICY**

Policy No.:	II-08
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3. The value of any Ticket shall be deemed to be its face value unless calculated otherwise pursuant to FPPC Regulation 18946.1.
4. The Ticket Administrator, in his or her sole discretion, may revoke or suspend the Ticket privileges of any person who violates any provision of this policy or the procedures established by the Ticket Administrator for the distribution of Tickets.
5. If available, the City Manager shall attend all events to which the City obtains control of Tickets as the City's primary representative.

F. CONDITIONS UNDER WHICH TICKETS MAY BE DISTRIBUTED

Subject to the following conditions, complimentary Tickets may be distributed to City Officials pursuant to any one or more of the following:

1. The City Official reimburses the City for the face value of the Ticket(s), provided that:
 - a) reimbursement shall be made at the time the Ticket(s) is/are distributed to the City Official, and
 - b) the Ticket Administrator shall, in his or her sole discretion, determine which Tickets, if any, shall be made available under this section.
2. The City Official treats the Ticket(s) as income consistent with applicable federal and state income tax laws and the City reports the distribution of the Ticket(s) as income to the City Official in compliance with the reporting requirements set forth below.
3. The City Official reports the Ticket(s) as a gift on his or her FPPC Form 700 when no governmental or public purpose (as set forth below) for the use of the Ticket(s), or for distribution at the behest of a City Official, has been identified by the Ticket Administrator.
4. The distribution of the Ticket(s) to, or at the behest of, a City Official accomplishes a governmental and/or public purpose. The following list of governmental and/or public purposes the City may accomplish through the distribution of Tickets is illustrative rather than exhaustive:



ADMINISTRATIVE POLICY

SUBJECT: **TICKET DISTRIBUTION POLICY**

Policy No.:	II-08
Adopted:	04/07/2009
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- a) Facilitating the attendance of a City Official at an event where the job duties of the City Official require his or her attendance at the event.
- b) Promotion of intergovernmental relations and/or cooperation and coordination of resources with other governmental agencies, including, but not limited to, attendance at an event with or by elected or appointed public officials from other jurisdictions, their staff members and their guests.
- c) Promotion of City resources and/or facilities available to Arcadia residents.
- d) Promotion of City run, sponsored or supported community programs or events.
- e) Promoting, supporting and/or showing appreciation for programs or services rendered by charitable and non-profit organizations benefiting Arcadia residents.
- f) Promotion of business activity, development, and/or redevelopment within the City.
- g) Promotion of City-owned businesses.
- h) Promotion of City tourism on a local, state, national or worldwide scale.
- i) Promotion of City recognition, visibility, and/or profile on a local, state, national or worldwide scale.
- j) Promotion of open government by City Official appearances, participation and/or availability at business and/or community events.
- k) Increasing public exposure to, and awareness of, the various recreational, cultural, and educational venues and facilities available to the public within the City.
- l) Attracting or rewarding volunteer public service.
- m) Encouraging or rewarding significant academic, athletic, or public service achievements by Arcadia students, residents or businesses.
- n) Attracting and retaining highly qualified employees in City service.



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- o) Recognizing or rewarding meritorious service by a City employee.
 - p) Promoting enhanced City employee performance or morale.
 - q) Recognizing contributions made to the City by former City Council members or City employees.
 - r) Fulfilling sponsorship agreements involving private events where the City specifically seeks to enhance the City's reputation, either locally or regionally, by serving as host in order to provide opportunities to meet and greet visitors, dignitaries and residents.
 - s) Fulfilling written contracts where the City as a form of consideration has required that a certain number of tickets or suites be made available for its use.
 - t) Attending charitable fundraisers for the purpose of networking with other community and civic leaders.
 - u) Attendance by spouses/partners of a City Official in order to accompany the City Official to any of the events listed above.
5. Tickets obtained by the City (i) pursuant to the terms of a contract for use of public property, (ii) because the City controls the event, or (iii) by purchase at fair market value, are used by or distributed, at the behest of a City Official, in accordance with this policy. Any ticket received for the purposes set forth herein and distributed to a City Official, other than an elected official or member of the legislative or governing body of the City, for the City Official's personal use, to support general employee morale, retention, or to reward public service, is deemed to serve a public purpose, and any Tickets distributed to a City Official for such purpose must be reported as described below. For purposes of this subsection, "personal use" means use by the City Official, his or her family, or no more than one guest.

G. DISCLOSURE/REPORTING REQUIREMENTS

Tickets distributed to City Officials pursuant to Section F above, or for a ceremonial purpose as defined in FPPC Regulation 18942 (a)(12), must be maintained as a public record by the City, subject to inspection and copying under Government Code section 81008 (a). A record of the Ticket must be completed on Form 802, or any alternative form subsequently



ADMINISTRATIVE POLICY

SUBJECT:

TICKET DISTRIBUTION POLICY

Policy No.: II-08

Adopted: 04/07/2009

Amended: 02/15/2011
08/21/2012

adopted by the FPPC. This form must be forwarded to the FPPC for posting on the FPPC's website.

This public record shall include the following information.

- The name of the recipient, except that if the recipient is an organization, the City may post the name, address, description of the organization and number of Tickets provided to the organization in lieu of posting the names of each recipient;
- a description of the event;
- the date of the event;
- the face value of the Ticket;
- the number of Tickets provided to each person;
- if the Ticket is requested by an official, the name of the official who requested the Ticket; and
- a description of the public purpose under which the distribution was made or, alternatively, that the Ticket was distributed as income to the official.

Tickets distributed by the City for which the City receives reimbursement from a City Official, or which are reported as a gift on FPPC Form 700, shall not be subject to the disclosure provisions set forth above.

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ADMINISTRATIVE POLICY

APPENDIX 2

SUBJECT: **POLITICAL ACTIVITIES**

Policy No.: III-08

Adopted: 12/07/1999

Amended: _____

CITY MANAGER

PURPOSE

The intent of this policy is to clarify the level of participation allowed by City employees in political activities within the community while on duty.

DEFINITIONS

“Political Activity” shall mean to petition, to make public speeches, to campaign for or against political candidates, to speak out on questions of public policy, to distribute political campaign literature and to make campaign contributions.

POLICY

Arcadia employees are precluded from running for City of Arcadia political office while employed by the City. Section 905 of the Arcadia City Charter states, “Any City employee, upon becoming a candidate for and elective public office of the City of Arcadia, shall be required to take and shall be granted a leave of absence without pay to remain in effect during the period of time such person is a candidate.”

The City Charter also in Section 905 restricts political campaign involvement by employees. “No City employee shall take any part in any political campaign while in a uniform bearing the insignia or name of the City of Arcadia. No person shall use the administrative offices and facilities of the City for the purpose of furthering a political campaign for public office.”

City employees also may **NOT**:

- * engage in political activity while on duty
- * engage in political activity in a city office
- * engage in political activity while using a city vehicle
- * solicit political contributions from the general public or fellow employees while on duty
- * wear political buttons while on duty
- * sign or circulate political petitions or distribute campaign literature while on duty
- * distribute campaign literature on city premises
- * coerce political action while on duty



ADMINISTRATIVE POLICY

SUBJECT: **POLITICAL ACTIVITIES**

Policy No.: III-08

Adopted: 12/07/1999

Amended: _____

CITY MANAGER

- * promote or oppose legislation while on duty (other than pursuant to an official position adopted by the City Council or City Manager on behalf of the City)
- * use position or status to influence the political activity of another person while on duty

It is imperative that all employees become familiar with this policy. Violations will result in disciplinary action and possible termination.



CITY OF ARCADIA

STAFF REPORT

FIRE DEPARTMENT

DATE: October 6, 2026

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Mark Krikorian, Fire Marshal

SUBJECT: RESOLUTION NO. 7713 ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE ARCADIA FIRE DEPARTMENT REGARDING INSPECTIONS OF CERTAIN OCCUPANCIES REQUIRED BY SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

Since 2019, the City has been required to provide the City Council with an annual report documenting inspections of specified occupancies, commonly referred to as “sensitive uses”. These occupancies include public and private schools, hotels, motels, lodging houses, and apartment houses, including residential care facilities.

As in previous years, the attached report demonstrates the City’s compliance with the State-mandated inspection requirements. It is recommended that the City Council adopt Resolution No. 7713, acknowledging receipt of the Fire Chief’s report regarding the inspection of certain occupancies, as required by Sections 13146.2 and 13146.3 of the California Health and Safety Code, for Calendar Year 2025.

BACKGROUND

The California State Fire Marshal, through California’s Health and Safety Code, mandates that certain occupancies be inspected annually. In December 2016, a deadly fire at an Oakland warehouse (known as the “Ghost Ship”) killed 36 people, the highest death toll for a structural fire in the United States in over 10 years. Investigations into this tragic event revealed that, although the State required annual

inspections on various occupancies, the inspection reports were not mandated to be reported to any governing body. This lack of oversight hindered accountability and enforcement efforts, which could have helped ensure structural facilities met building safety standards. Consequently, on September 27, 2018, Senate Bill 1205 was signed into law, legislating the reporting of annual inspections to its administering authority (such as a City Council) in a resolution or a similar document.

DISCUSSION

By adopting Resolution No. 7713, Arcadia will be able to fulfill the annual fire inspection reporting requirements of Sections 13146.2 and 13146.3 of the California Health and Safety Code. According to this law, annual building inspections and reporting must be conducted on two groups of occupancies: Educational Group E and Residential Group R.

Educational Group E occupancies consist of child daycare facilities, and public and private schools through the 12th grade that are used by more than six persons at one time for educational purposes. Residential Group R occupancies are those containing sleeping units such as hotels, motels, lodging homes, and apartments (with three units or more), including residential care facilities.

Over the years, Arcadia has remained one of the few cities to have consistently conducted its annual fire inspections to meet and exceed the State's annual inspections requirement, pursuant to the California Health and Safety Code. For Calendar Year 2025, 63 occupancies under Group E (Educational Occupancies) were inspected, resulting in a 100% inspection compliance. In Group R (Residential Occupancies), 595 occupancies were inspected, producing an equivalent 100% inspection compliance. Copies of the individual inspection reports are available to the public upon request.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

There is no immediate fiscal impact by adopting Resolution No. 7713; however, through regular inspections of sensitive uses and ensuring compliance with associated health and safety codes, the City can potentially reduce costs for lifesaving activities and property losses in the future.

RECOMMENDATION

It is recommended that the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7713 acknowledging receipt of a report made by the Fire Chief of the Arcadia Fire Department regarding inspections of certain occupancies required by Sections 13146.2 and 13146.3 of the California Health and Safety Code.

Approved:

A handwritten signature in blue ink, appearing to read "Paul C. Lazzaretto", written over a horizontal line.

Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7713

RESOLUTION NO. 7713

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, ACKNOWLEDGING RECEIPT OF A REPORT MADE BY THE FIRE CHIEF OF THE ARCADIA FIRE DEPARTMENT REGARDING INSPECTIONS OF CERTAIN OCCUPANCIES REQUIRED BY SECTIONS 13146.2 AND 13146.3 OF THE CALIFORNIA HEALTH AND SAFETY CODE

WHEREAS, California Health & Safety Code Section 13146.4 was adopted in 2018, and became effective on September 27, 2018; and

WHEREAS, California Health & Safety Code Sections 13146.2 and 13146.3 require all fire departments, including the Arcadia Fire Department, that provide fire protection services to perform annual inspections in every building used as a public or private school, hotel, motel, lodging house, apartment house, and certain residential care facilities for compliance with building standards; and

WHEREAS, California Health & Safety Code Section 13146.4 requires all fire departments, including the Arcadia Fire Department, that provide fire protection services to report annually to its administering authority on its compliance with Sections 13146.2 and 13146.3; and

WHEREAS, the Council of the City of Arcadia intends this Resolution to fulfill the requirements of the California Health & Safety Code regarding acknowledgment of the Arcadia Fire Department's compliance with California Health and Sections 13146.2 and 13146.3.

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

SECTION 1. The City Council of the City of Arcadia expressly acknowledges compliance by the Arcadia Fire Department with California Health and Safety Code Sections 13146.2 and 13146.3 within the jurisdiction of the City, as follows:

A. EDUCATIONAL GROUP E OCCUPANCIES:

Educational Group E occupancies are generally childcare facilities, and public and private schools used by more than six persons at any one time for educational purposes through the 12th grade. Within the City of Arcadia, there are 63 Group E occupancies, buildings, structures and/or facilities.

During calendar year 2025, the Arcadia Fire Department completed the annual inspection of 63 Group E occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

B. RESIDENTIAL GROUP R OCCUPANCIES:

Residential Group R occupancies, for purposes of this Resolution, are generally those occupancies containing sleeping units, and include hotels, motels, apartments (three units or more), etc. as well as other residential occupancies (including a number of residential care facilities). These residential care facilities have a number of different sub-classifications, and they may contain residents or clients that have a range of needs, including those related to custodial care, mobility impairments,

cognitive disabilities, etc. The residents may also be non-ambulatory or bedridden. Within the City of Arcadia, there are 595 Group R (and their associated sub-categories) occupancies of this nature.

During calendar year 2025, the Arcadia Fire Department completed the annual inspection of 595 Group R occupancies, buildings, structures and/or facilities. This is a compliance rate of 100% for this reporting period.

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

Passed, approved and adopted this 6th day of October, 2026.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:



Michael J. Maurer
City Attorney