CITY OF ARCADIA

CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, December 1, 2026, 7:00 P.M.

Location: City Council Chambers, 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.

1. CALL TO ORDER

2. INVOCATION

Pastor David Park, Arcadia Fire Department Chaplain

3. PLEDGE OF ALLEGIANCE

Pastor David Park, Arcadia Fire Department Chaplain

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. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

6. CITY CLERK

a. Resolution No. 7718 reciting the facts of the General Municipal Election in Arcadia on Tuesday, November 3, 2026, declaring the results and such other matters as provided by law.
   CEQA: Not a Project
   Recommended Action: Adopt

7. CITY COUNCIL REORGANIZATION

a. Presentations to outgoing Council Member Michael Cao, M.D.

   Presentation by Director of Outreach and Constituent Services Maile Plan on behalf of Congresswoman Judy Chu

   Presentation by Field Deputy Vicky Paul on behalf of Supervisor Kathryn Barger

Presentation by Council Member Vinh Ngo on behalf of the City of Monterey Park

Presentation by President Christine Zito and CEO Karen Mac Nair on behalf of the Arcadia Chamber of Commerce

Presentation by President Shirley Yee on behalf of the Arcadia Unified School District

Presentation by Executive Director Donna Choi on behalf of the Downtown Arcadia Improvement Association

Presentation by President Tao Peng on behalf of the Arcadia Chinese Association

Presentation by President Joyce Platt on behalf of the Arcadia Woman's Club

Presentation by Mayor Cheng on behalf of Senator Sasha Renée Pérez

Presentation by Mayor Cheng on behalf of Pete Siberell and Santa Anita Park

Presentation by Mayor Cheng on behalf of City of Arcadia – Plaque

Remarks by outgoing Council Member Michael Cao, M.D.

b. Presentations to incoming elected members of the City Council.

Presentation by Director of Outreach and Constituent Services Maile Plan on behalf of Congresswoman Judy Chu

Presentation by Field Deputy Vicky Paul on behalf of Supervisor Kathryn Barger

Presentation by President Shirley Yee on behalf of the Arcadia Unified School District

Presentation by Executive Director Donna Choi on behalf of the Downtown Arcadia Improvement Association

Presentation by Mayor Cheng on behalf of Senator Sasha Renée Pérez

Remarks by incoming elected members of the City Council.

c. Administration of the oath of office to newly elected members of the City Council.

d. City Council Transition.

e. Remarks by members of the City Council.

8. 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.

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
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   Conference Line: 1 (669) 444-9171
   Meeting ID: 821 8133 4548#
   Participant ID: Press the # symbol
   Meeting Passcode: 389875#

9. CONSENT CALENDAR

a. Regular Meeting Minutes of November 17, 2026.
   CEQA: Not a Project
   Recommended Action: Approve

b. Resolution No. 7717 amending the Fiscal Year 2026-27 Facility Maintenance Operating Budget, authorizing a supplemental budget appropriation for the emergency generator rental at City Hall in the amount of $22,829.79, offset by a reduction in the General Fund; and approve the Purchase Order with Northern Lights Power and Energy, Inc. for the emergency generator rental at City Hall in the amount of $22,829.79.
   CEQA: Not a Project
   Recommended Action: Adopt and Approve

c. Authorize payment of the annual Coordinated Integrated Monitoring Program cost share in the amount of $194,850.92 to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority.
   CEQA: Not a Project
   Recommended Action: Approve

d. City water and sewer rates for calendar year 2027.
   CEQA: Not a Project
   Recommended Action: Receive and File

e. Approve the Annual Development Impact Fee Report for Fiscal Year 2025-26 pursuant to Government Code Section 66006.
CEQA: Not a Project
Recommended Action: Approve

f. Purchase Order with Performance Truck Repair, Inc. for fire apparatus service and repairs in an annual amount not to exceed $280,000.
CEQA: Not a Project
Recommended Action: Approve

g. Accept all work performed by GRBCON, Inc. for the Stormdrain Repair Project as complete.
CEQA: Exempt
Recommended Action: Approve

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

11. REQUEST FOR FUTURE ITEMS

12. ADJOURNMENT

The City Council will adjourn this meeting to Tuesday, December 15, 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.

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 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

STAFF REPORT

OFFICE OF THE CITY CLERK

DATE: December 1, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: RESOLUTION NO. 7718 RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION IN ARCADIA ON TUESDAY, NOVEMBER 3, 2026, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW
CEQA: Not a Project
Recommendation: Adopt

SUMMARY

On June 2, 2026, the City Council called for a General Municipal Election to be held on Tuesday, November 3, 2026, for the purpose of electing City Council Members representing Electoral Districts 2, 3, and 5. As of the filing deadline, a total of seven City Council Member candidates were qualified for the November 3, 2026, General Municipal Election:

District 2	District 3	District 5
Sharon Kwan	John Han	Michael Cao
Burton Brink	Grace A. Lee	Steve Rhee
	Cynthia Monje	

On December 1, 2026, the Los Angeles County Registrar-Recorder/County Clerk is expected to certify the results of the November 3, 2026, General Municipal Election. The results of the election are reflected in the attached Resolution No. 7718.

Based on the certified election results, Sharon Kwan was elected to District 2; John Han was elected to District 3; and Steve Rhee was elected to District 5, to serve four-year terms as members of the Arcadia City Council.

Resolution No. 7718 declaring the results of the November 3, 2026, General Municipal Election is attached for City Council adoption. The Resolution will be distributed to the City Council during the December 1, 2026, Meeting, and provides the number of votes cast in Districts 2, 3, and 5, and the number of votes cast for each candidate.

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

There is no fiscal impact resulting from the adoption of this Resolution declaring the 2026 General Municipal Election results. Minor costs are incurred for transitioning incoming and outgoing Council Members; these costs are included in the City Council's adopted Budget.

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 adopt Resolution No. 7718 reciting the facts of the General Municipal Election in Arcadia on Tuesday, November 3, 2026, declaring the results and such other matters as provided by law.

Attachment: Resolution No. 7718

RESOLUTION NO. 7718

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION IN ARCADIA ON TUESDAY, NOVEMBER 3, 2026, DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, an All Mail Ballot General Municipal Election was held and conducted in the City of Arcadia, California, on Tuesday, November 3, 2026, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in charter cities; and

WHEREAS, pursuant to Resolution No. 7687, dated June 2, 2026, the County Elections Department canvassed the returns of the election and certified the results, and the results are received and included herein.

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

SECTION 1. The whole number of ballots cast in District 2 was _____, District 3 was _____, and District 5 was _____.

SECTION 2. The names of persons voted for at the election for Member of the City Council and the number of votes given for the respective offices for which the persons were candidates are as follows:

District 2	District 3	District 5
Sharon Kwan _____	John Han _____	Michael Cao _____
Burton Brink _____	Grace A. Lee _____	Steve Rhee _____
	Cynthia Monje _____	

SECTION 3. The City Council does declare and determine that:

Sharon Kwan was elected as Member of the City Council for the full term of four (4) years in District 2; and

John Han was elected as Member of the City Council for the full term of four (4) years in District 3; and

Steve Rhee was elected as Member of the City Council for the full term of four (4) years in District 5.

SECTION 4. The City Clerk shall enter on the records of the City Council of the City, the results of the election, showing: (1) the whole number of ballots cast in District 2, District 3, and District 5; (2) the names of the persons voted for; (3) for what office each person was voted for; and (4) the number of votes given in each District to each person.

SECTION 5. The City Clerk shall immediately make and deliver to each of the persons so elected a Certification of Election signed by the City Clerk and

authenticated, and the City Clerk shall administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

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

Passed, approved and adopted this 1st day of December, 2026.

_____
Mayor of the City of Arcadia

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Michael J. Maurer
City Attorney

ARCADIA CITY COUNCIL
REGULAR MEETING MINUTES
TUESDAY, NOVEMBER 17, 2026

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

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

3. PLEDGE OF ALLEGIANCE – Cub Scout Pack 122

4. ROLL CALL OF CITY COUNCIL MEMBERS

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

5. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS

City Manager Lazzaretto had no supplemental information.

6. PRESENTATIONS

a. Presentation of Mayor's Certificate of Commendation to Akanksha Pathiyil Biju for receiving the inaugural "Outstanding Achievement Award" from Arcadia High School.

7. PUBLIC COMMENTS

Arman Ahmed participated remotely and expressed continued opposition to the removal of oak trees at Santa Anita Park for the LA28 Games equestrian cross-country course; and he encouraged transparency during the City's review process when the revised design is submitted.

Ann Cleary participated remotely and expressed concerns regarding the potential environmental impacts of removing oak trees at Santa Anita Park; and she emphasized the importance of allowing the public to review the revised design of the LA28 Games equestrian cross-country course.

April Verlato, former Arcadia Mayor and resident, appeared and congratulated Council Member Kwan on her reelection and Council Member-elect Steve Rhee on his election; and spoke about the importance of having independent Council Members on the City Council.

Shavesta Andem, Arcadia High School Student and youth volunteer with Hindu Swayamsevak Sangh ("HSS"), appeared and spoke about the organization's mission to

promote Hindu values through community service, cultural education, and leadership development; and she explained the cultural significance of Diwali, the Hindu Festival of Lights.

Augasthya Sunri, Arcadia High School Student and youth volunteer at Hindu Swayamsevak Sangh ("HSS"), spoke about the organization's community service efforts, including its food donation drive.

Shreyas Shandilya, Arcadia High School Student and youth volunteer at Hindu Swayamsevak Sangh ("HSS"), appeared and spoke about the organization's efforts to educate students about Diwali through classroom presentations.

Mia Davidson, Arcadia resident, appeared and expressed concerns regarding the timeline of the revised LA28 Games equestrian cross-country course design; she emphasized the importance of transparency, a realistic project timeline, and public review of the proposed design.

8. CONSENT CALENDAR

a. Regular Meeting Minutes of October 20, 2026.
CEQA: Not a Project
Recommended Action: Approve

b. Resolution No. 7716 amending the Fiscal Year 2024-25 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the replacement of the motor control center and voltage conversion at Peck Well in the amount of $541,484, offset by a reduction in the Water Fund; and approve a contract with Pacific Hydrotech Corporation for the Replacement of the Motor Control Center and Voltage Conversion Project at Peck Well in the amount of $892,900, with a 10% contingency.
CEQA: Exempt
Recommended Action: Adopt and Approve

c. Software and Services Agreement with Sun Ridge Systems Inc. for the Computer Aided Dispatch and Records Management System in an amount not to exceed $1,024,242 for a five-year term.
CEQA: Not a Project
Recommended Action: Approve

d. Contract with All Source Company Building Group for the Arcadia Fire Station 106 Exterior Painting and Fascia Replacement Project in the amount of $157,023.90, with a 10% contingency.
CEQA: Exempt
Recommended Action: Approve

e. Purchase Order with Caterpillar, Inc. for the purchase of one new Caterpillar Model 250 Skid Steer Loader and one dump trailer in the amount of $155,210.14.
CEQA: Not a Project
Recommended Action: Approve

f. Purchase Order with Foothill Communications, Inc. for the purchase and programming of BKR9000 multi-band portable radios and accessories in the amount of $352,589.84.
CEQA: Not a Project
Recommended Action: Approve

g. Accept all work performed by MDJ Management, LLC for the City Hall Lawn Fence Installation Project as complete.
CEQA: Exempt
Recommended Action: Approve

It was moved by Council Member Cao, seconded by Council Member Han, and carried on a roll call vote to approve Consent Calendar Items 8.a, and 8.d through 8.f.

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

Council Member Kwan pulled the following items for separate discussion:

b. Resolution No. 7716 amending the Fiscal Year 2024-25 Capital Improvement Program Budget, authorizing a supplemental budget appropriation for the replacement of the motor control center and voltage conversion at Peck Well in the amount of $541,484, offset by a reduction in the Water Fund; and approve a contract with Pacific Hydrotech Corporation for the Replacement of the Motor Control Center and Voltage Conversion Project at Peck Well in the amount of $892,900, with a 10% contingency.

c. Software and Services Agreement with Sun Ridge Systems Inc. for the Computer Aided Dispatch and Records Management System in an amount not to exceed $1,024,242 for a five-year term.

g. Accept all work performed by MDJ Management, LLC for the City Hall Lawn Fence Installation Project as complete.

Regarding Item 8.b, Council Member Kwan inquired about the need for an appropriation of $541,484 for the Replacement of the Motor Control Center and Voltage Conversion Project at Peck Well.

In response to Council Member Kwan's inquiry, Assistant City Manager/Public Works Services Director Cranmer explained that costs associated with the design, inspection, and

rehabilitation phases of the Peck Well Project exceeded initial estimates, leaving insufficient funds to complete the replacement of the motor control center and voltage conversion.

City Manager Lazzaretto further explained that the project consisted of three phases, each of which incurred higher costs than originally anticipated; he indicated that the initial budget was based on estimates from Fiscal Year 2024-25 and that construction costs had increased since that time, resulting in the need for a supplemental appropriation to complete the final phase.

Assistant City Manager/Public Works Services Director Cranmer further explained that replacing the motor control center and completing the voltage conversion before beginning the treatment of Peck Well would be more efficient; and he confirmed that other City wells would operate for extended periods while Peck Well was temporarily closed for the improvements.

Regarding Item 8.c, Council Member Kwan inquired about the total five-year cost of the software system, including equipment, support, and any potential additional expenses.

In response to Council Member Kwan's inquiries, Police Chief Karmann explained that the proposed contract covers the software system, and that additional costs for supporting infrastructure would be determined and brought back to the City Council for approval; he indicated that although initial implementation costs would be higher, the new system is anticipated to result in long-term savings compared to the City's current system; and he stated that the he did not anticipate additional cost increases during the five-year contract term. He further explained the evaluation and scoring process used by the review committee to assess the proposals.

City Manager Lazzaretto clarified that it is uncommon for staff to request additional funding during an existing contract; he explained that the review committee consisted of City staff familiar with the operational requirements of the proposed system; and he indicated that although the selection process was competitive, some level of subjectivity was involved when evaluating each system's functionality and ability to meet the City's specific needs.

Regarding Item 8.g, Council Member Kwan inquired about the additional cost of approximately $12,000 to relocate a portion of the fence due to visibility concerns; and she questioned why the issue was not identified prior to installation and what measures would be taken to prevent similar issues in the future.

In response to Council Member Kwan's inquiries, City Manager Lazzaretto explained that the fence was installed to replace temporary K-rail barriers previously used during City events held at City Hall lawn; he indicated that the project was expedited to accommodate the Concerts and Movies in the Park event, and following installation, staff determined that a portion of the fence obstructed visibility for vehicles exiting the northeast Police Department parking lot; he furthered explained that the City's 10% project contingency was used to

relocate the affected portion of the fence; and he acknowledged that additional time for design review and field verification could have prevented the issue.

Mayor Pro Tem Fu noted that the installation of the permanent fence will result in significant costs savings over time compared to leasing temporary K-rail barriers each year.

City Manager Lazzaretto indicated that cost savings to install a permanent fence will be realized within approximately 18 months.

It was moved by Mayor Pro Tem Fu, seconded by Council Member Cao, and carried on a roll call vote to approve Consent Calendar Items 8.b, 8.c, and 8.g.

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

9. CITY MANAGER

a. Report on Frontier telecommunications services in north Arcadia.
CEQA: Not a Project
Recommended Action: Receive and File

Deputy City Manager Bruno presented the Staff Report.

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

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

The City Council had nothing to report.

11. REQUEST FOR FUTURE ITEMS

Council Member Kwan announced that the City would be soliciting competitive bids for its Tree Trimming Services Contract; and she encouraged qualified companies to participate in the bidding process.

Council Member Kwan requested City Council support to place an item on a future agenda to discuss potential improvements to the Senior Meals Program, and to prioritize services for Arcadia seniors.

Mayor Pro Tem Fu suggested evaluating the effectiveness of the recently implemented changes to the Senior Meals Program before considering additional changes.

City Manager Lazzaretto clarified that the program often reaches capacity due to high demand.

Following discussion, Mayor Cheng proposed that the City Council hold a Study Session to receive a presentation on the Senior Meals Program.

Council Member Kwan accepted Mayor Cheng's recommendation and received support from Council Member Han and Mayor Cheng to further her request.

Council Member Kwan requested City Council support to place an item on a future agenda to consider requesting $500,000 from the Arcadia Fire Department Foundation, which would be applied toward the proposed Fire Training Center costs, beginning with the engineering and feasibility study costs.

City Attorney Maurer clarified that the request was to consider whether the City Council should formally approach the Foundation for funding.

City Manager Lazzaretto explained that funding was already budgeted to conduct a feasibility study and that it would be premature to request this funding before completing the study and determining overall project costs.

Following discussion, Mayor Cheng made a friendly amendment to Council Member Kwan's request; he suggested that staff provide a presentation on the status of the proposed Fire Training Center.

Council Member Kwan accepted the friendly amendment and received support from Council Member Han and Mayor Cheng.

Council Member Han requested to exercise his personal privilege and responded to comments made during public comments, stating that he will continue to make decisions based on data and facts.

12. ADJOURNMENT

The City Council adjourned at 8:25 p.m. to Tuesday, December 1, 2026, at 7:00 p.m., in the City Council Chambers.

Linda Rodriguez
City Clerk

CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: December 1, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Assistant City Manager/Public Works Services Director
By: Carlos Aguilar, General Services Superintendent

SUBJECT: RESOLUTION NO. 7717 AMENDING THE FISCAL YEAR 2026-27 FACILITY MAINTENANCE OPERATING BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE EMERGENCY GENERATOR RENTAL AT CITY HALL IN THE AMOUNT OF $22,829.79, OFFSET BY A REDUCTION IN THE GENERAL FUND; AND APPROVE THE PURCHASE ORDER WITH NORTHERN LIGHTS POWER AND ENERGY, INC. FOR THE EMERGENCY GENERATOR RENTAL AT CITY HALL IN THE AMOUNT OF $22,829.79
CEQA: Not a Project
Recommendation: Adopt and Approve

SUMMARY

On September 8, 2026, the Public Works Services Department ("PWSD") was notified that the City Hall and Police Department buildings had lost power. Upon investigation, it was determined that a recent power outage in the area resulted in power surges that damaged several components of the emergency generator system located at City Hall. The emergency generator provides backup power to both City Hall and the Police Department. Following extensive troubleshooting, it was determined that the generator could not be immediately repaired to restore emergency backup power. As a result, the PWSD opened an Emergency Purchase Order with Northern Lights Power and Energy, Inc. to secure a temporary rental generator to maintain backup power for both facilities. The Fiscal Year 2026-27 Facility Maintenance Operating Budget does not have sufficient funding to cover the cost of the emergency generator rental. Therefore, a supplemental budget appropriation is necessary to fund this unanticipated emergency expense.

It is recommended that the City Council adopt Resolution No. 7717 amending the Fiscal Year 2026-27 Facility Maintenance Operating Budget, authorizing a supplemental budget appropriation for the emergency generator rental at City Hall in the amount of $22,829.79, offset by a reduction in the General Fund; and approve the Purchase Order with Northern Lights Power and Energy, Inc. for the emergency generator rental at City Hall in the amount of $22,829.79.

BACKGROUND

On September 8, 2026, the Police Department and City Hall buildings experienced a complete loss of electrical power following a power outage in the area as part of a thunderstorm event. The associated power surges caused damage to the City's emergency backup generator serving both facilities. The electrical disturbance damaged several components of the generator's power-transfer system, including the Automatic Transfer Switch ("ATS"), transformer, and contactor. As a result, the generator's automatic backup power and electrical transfer capabilities were compromised, leaving both facilities without reliable emergency backup power.

The PWSD immediately responded to the incident and began troubleshooting the generator system. Following its initial assessment, staff determined that the necessary repairs could not be completed in-house or within a timeframe that would allow the City to promptly restore emergency backup power to both facilities. To provide reliable backup power in the event of further power outages, the PWSD contacted Northern Lights Power and Energy, Inc. to obtain a temporary emergency generator. Northern Lights Power and Energy, Inc. previously provided the emergency backup rental generator for Fire Station 107 following the January 2025 Windstorm event and is familiar with the City's emergency generator needs. The company confirmed its ability to promptly provide and install a temporary generator at City Hall. Within hours of being contacted, Northern Lights Power and Energy, Inc. delivered and installed the rental generator, ensuring that City Hall and the Police Department had access to backup power. The temporary generator provided the necessary backup power capacity to maintain emergency preparedness and ensure continued readiness in the event of additional electrical outages.

The PWSD utilizes the Facility Maintenance Operating Budget to fund facility-related expenses, including repairs, maintenance, and other recurring operational costs associated with City facilities, including the Police Department and City Hall.

However, the Fiscal Year 2026-27 Facility Maintenance Operating Budget does not have sufficient funds to absorb the unanticipated cost of the emergency generator rental. Therefore, a supplemental budget appropriation of $22,829.79 is being requested to cover the rental expense.

DISCUSSION

The temporary emergency generator provided by Northern Lights Power and Energy, Inc. was rented for a period of 20 days, while a separate vendor performed the necessary technical repairs to the City's existing emergency generator. The total cost of the rental was $22,829.79. The prompt delivery and installation of the temporary generator helped minimize the disruption to critical City operations, particularly Police Department functions, including Police Dispatch and 911 emergency services.

Under Arcadia Municipal Code Section 2846.1, when an emergency occurs, a purchase order can be issued without complying with normal bidding procedures. Following the emergency purchase, a report on the emergency event and work performed is to be provided at a Regular Meeting of the City Council. Based on the factors identified above, it was determined that an emergency situation occurred and that any delay in restoring backup power to City Hall and the Police Department presented a safety hazard. As a result, the PWSD issued an emergency purchase order to Northern Lights Power and Energy, Inc. in the amount of $22,829.79. The purpose of this agenda item is to comply with the requirements to inform the City Council and ratify the purchase order. A supplemental budget appropriation in the amount of $22,827.79 to cover the rental expense is also being requested.

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 rental cost of the emergency backup generator was not included in the Fiscal Year 2026-27 Facility Maintenance Operating Budget. As a result, an appropriation of $22,829.79 from the General Fund is being requested and will be placed into the

Facility Maintenance Operating Budget to pay for this expense. Sufficient funds are available in the General Fund to cover this request.

Although the City's existing emergency generator at City Hall has since been repaired and returned to service, the equipment is more than 23 years old and is approaching the end of its estimated 25-year useful life. Additionally, replacement parts for this generator have become increasingly difficult to procure, which may complicate future repairs and maintenance. While the generator is currently operational, the PWSD will continue to monitor its condition through routine maintenance and monthly testing to ensure its continued reliability. Given the generator's age and the increasing challenges associated with obtaining replacement parts, the PWSD will evaluate the need for its eventual replacement and propose funding for a new generator through the Capital Improvement Program in the coming years.

RECOMMENDATION

It is recommended the City Council determine that this action does not constitute a project under the California Environmental Quality Act ("CEQA"); and adopt Resolution No. 7717 amending the Fiscal Year 2026-27 Facility Maintenance Operating Budget, authorizing a supplemental budget appropriation for the emergency generator rental at City Hall in the amount of $22,829.79, offset by a reduction in the General Fund; and approve the Purchase Order with Northern Lights Power and Energy, Inc. for the emergency generator rental at City Hall in the amount of $22,829.79.

Approved:

Dominic Lazzaretto
City Manager

Attachment: Resolution No. 7717

RESOLUTION NO. 7717

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2026-27 FACILITY MAINTENANCE OPERATING BUDGET, AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE EMERGENCY GENERATOR RENTAL AT CITY HALL IN THE AMOUNT OF $22,829.79, OFFSET BY A REDUCTION IN THE GENERAL FUND

WHEREAS, the emergency generator at City Hall failed to supply backup power during a power outage and was damaged due to power surges; and

WHEREAS, a temporary rental emergency generator was installed with minimal delay by Northern Lights Power and Energy, Inc. to restore emergency backup power to the City Hall and Police Department buildings; and

WHEREAS, the temporary emergency generator was rented for a period of 20 days while repairs to the City Hall generator were underway; and

WHEREAS, the cost for the rental of the temporary emergency generator was $22,829.79; and

WHEREAS, under City Code Section 2846.1, a purchase order can be issued without complying with normal bidding procedures when an emergency situation occurs; and

WHEREAS, the rental costs of the emergency generator were not included in the Fiscal Year 2026-27 Facility Maintenance Operating Budget; and

WHEREAS, an Emergency Purchase Order was opened with Northern Lights Power and Energy, Inc. in the amount of $22,829.79 for the rental costs, and a supplemental budget appropriation in this amount is necessary to cover the rental expenses for the emergency generator at City Hall, offset by a reduction in the General Fund; and

WHEREAS, the City Manager has certified that there are sufficient funds available in the General Fund.

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

SECTION 1. The sum of twenty-two thousand eight hundred twenty-nine and seventy-nine cents ($22,829.79) is hereby appropriated, to the Fiscal Year 2026-27 Facility Maintenance Operating Budget for the purposes of funding the Emergency Purchase Order with Northern Lights Power and Energy, Inc. for the emergency generator rental at City Hall.

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

[SIGNATUES ON THE NEXT PAGE]

Passed, approved and adopted this 1st day of December, 2026.

_____
Mayor of the City of Arcadia

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Michael J. Maurer
City Attorney

CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: December 1, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: AUTHORIZE PAYMENT OF THE ANNUAL COORDINATED INTEGRATED MONITORING PROGRAM COST SHARE IN THE AMOUNT OF $194,850.92 TO THE RIO HONDO/SAN GABRIEL RIVER WATERSHED MANAGEMENT JOINT POWERS AUTHORITY
CEQA: Not a Project
Recommendation: Approve

SUMMARY

To meet state mandated stormwater requirements, the City of Arcadia became a member of the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority (the "JPA"). The formation of the JPA has alleviated regional funding complexities and acts as a management mechanism to provide liability protections to the participating cities. The JPA manages the Professional Services Agreement ("PSA") with CWE, Inc. for the continued implementation of the Coordinated Integrated Monitoring Program ("CIMP") Plan. The CIMP provides for a series of testing along the watershed to track water quality throughout the JPA area. The City of Arcadia will pay its portion of the annual cost share for implementation of the CIMP directly to the JPA.

It is recommended that the City Council authorize payment of the annual CIMP cost share in the amount of $194,850.92 to the JPA.

BACKGROUND

The National Pollutant Discharge Elimination System Municipal Separate Storm Sewer System Permit ("MS4 Permit") established waste discharge requirements for

stormwater and non-stormwater discharges within the watersheds of Los Angeles County. Included in the MS4 Permit are requirements for a Monitoring and Reporting Program ("MRP"). Under the MRP, Permittees have the option to develop a CIMP that utilizes alternative approaches to meet the primary objectives that have the potential to modify Total Maximum Daily Load ("TMDL") monitoring requirements, unify efforts, and provide consistent observations of the watershed conditions. In 2013, the Cities of Arcadia, Azusa, Bradbury, Duarte, Monrovia, and Sierra Madre, along with the County of Los Angeles and Los Angeles County Flood Control District, formed the Rio Hondo/San Gabriel River Water Quality Group and executed a Memorandum of Understanding ("MOU") for cost sharing and development of the CIMP for the Rio Hondo/San Gabriel River watersheds. The City of Arcadia took the lead in administering and managing the contract for implementation of the CIMP.

For years, the Group contemplated the formulation of a joint powers authority to meet stormwater requirements. Acting under the Joint Exercise Powers Act (Government Code Section 6500, et seq.), on May 17, 2022, the City Council authorized Arcadia to participate in the JPA with the Cities of Bradbury, Duarte, Monrovia, and Sierra Madre. The JPA acts as the central hub for operational, administrative, and financial activities on behalf of the Group. In addition, it allows the Group to exercise common powers such as approving and awarding contracts. 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. One of the first tasks for the JPA was to select a firm to oversee management of the JPA. In May 2023, the JPA entered into a contract with KOA Consulting, Inc. ("KOA") for management of the JPA and project management of the existing agreement with CWE, Inc. for the CIMP.

DISCUSSION

As a member of the JPA, the City of Arcadia will continue working on the development and implementation of the CIMP. The CIMP provides for a series of testing along the watershed to track water quality throughout the JPA area. The CIMP utilizes alternative approaches to meet the primary objectives of the MS4 Permit. Development and implementation of the CIMP will assist by:

- Assessing the chemical, physical, and biological impacts of discharges from the MS4 on receiving waters.
- Compliance assessment of water limitations and water quality-based effluent limitations, established to implement TMDL wet-weather and dry-weather load allocations.
- Characterizing pollutant loads in MS4 discharges.
- Identifying sources of pollutants in MS4 discharges.
- Measuring and improving the effectiveness of pollutant controls implemented under the Permit.

With the creation of the JPA, Arcadia no longer oversees the CIMP Agreement and no longer pays CWE, Inc. directly. The JPA manages the PSA with CWE, Inc. for the continued implementation of the CIMP Plan. The City of Arcadia's cost share amount for the CIMP Plan for Fiscal Year 2025-26 is $194,850.92.

ENVIRONMENTAL ANALYSIS

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

FISCAL IMPACT

The City of Arcadia's cost share amount for the CIMP for Fiscal Year 2025-26 is $194,850.92. Safe Clean Water Program (Measure W) Funds in the amount of $263,000 are budgeted in the Fiscal Year 2025-26 Capital Improvement Program for this cost share.

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 of the annual Coordinated Integrated Monitoring Program cost share in the amount of $194,850.92 to the Rio Hondo/San Gabriel River Watershed Management Joint Powers Authority.

Approved:



Dominic Lazzaretto
City Manager

CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: December 1, 2026

TO: Honorable Mayor and City Council

FROM: Paul Cranmer, Assistant City Manager/Public Works Services Director
By: Rebecca Cardenas, Management Analyst

SUBJECT: CITY WATER AND SEWER RATES FOR CALENDAR YEAR 2027
CEQA: Not a Project
Recommendation: Receive and File

SUMMARY

On December 2, 2025, the City Council adopted a five-year water and sewer rate adjustment schedule covering calendar years 2026 through 2030. As part of its ongoing financial review, the Public Works Services Department ("PWSD") has evaluated the water and sewer enterprise funds, including operating budgets, projected revenues and expenditures, and available Reserve Fund balances, to assess the need for the previously approved rate adjustments for calendar year 2027.

Based on this review, the PWSD has been determined that proceeding with the adopted rate adjustments is necessary and appropriate to address increasing water and sewer system operations and maintenance costs, maintain adequate financial reserves, and support the continued replacement and rehabilitation of aging infrastructure. The approved adjustments will also help ensure the long-term financial sustainability and reliability of the City's water and sewer systems.

Consistent with the previously adopted five-year rate adjustment schedule, the sewer rate will increase by 6% and the water rate will increase by 12% for calendar year 2027. This represents the second year of the approved water rate adjustment schedule. Implementation of these adjustments will provide the necessary revenues to support ongoing system needs, promote financial stability, and reinforce the City's efforts to encourage responsible and efficient water use. It is recommended that

the City Council receive and file this report and proceed with the adopted rate adjustments for 2027.

BACKGROUND

The City provides water and sewer services to more than 56,000 residents through approximately 15,000 service connections. The City's water system infrastructure includes 10 active wells, 15 reservoirs, and 168 miles of water distribution mainline. The sewer system consists of approximately 135 miles of gravity sewer mainline. Utility revenues generated through the water and sewer rates fund the ongoing operation and maintenance of these systems, as well as necessary capital improvements to maintain, replace, and upgrade aging infrastructure.

On July 16, 2024, the City Council authorized a Professional Services Agreement with Raftelis to conduct a comprehensive water and sewer cost of service rate study. The water and sewer rate study determined the appropriate water and sewer rate increases needed to fund ongoing operations and maintenance budgets, and the Capital Improvement Program.

The 2025 Water and Sewer Rate Study utilized the City's financial and rate models, originally developed by Raftelis, incorporating historical revenues, operating expenditures, projected capital improvement costs, and customer water consumption data. These financial models were used to develop revenue and expenditure projections for Fiscal Years 2025-26 through 2029-30, and to evaluate the rate adjustments necessary to maintain the financial sustainability of both utility systems.

On December 2, 2025, a new five-year water and sewer rate adjustment for calendar years 2026 through 2030 was proposed. The City Council adopted Resolution Nos. 7663 and 7664, authorizing the water and sewer rate adjustments for calendar years 2026 through 2030.

DISCUSSION

Although the City Council adopted water and sewer rate adjustments for calendar years 2026 through 2030, the PWSD reviews the water and sewer operating budgets to confirm whether the full percentage rate increase is necessary each year. The PWSD has reviewed the water and sewer operating budgets, revenues, expenditures,

and Reserve Fund balances, and has determined that the adopted rate schedule is appropriate to recover increasing water and sewer system operations and maintenance costs, and to continue to replace aging infrastructure.

Water Rates

Most of the Water Budget is devoted to operations and maintenance, with water supply costs representing the largest single expense. The Rate Study financial model was used to forecast water sales and expenditures. Included in the financial model is the cost of current and future water supplies, as well as the rising cost of replacement water and system operation costs. Raftelis, with the assistance of City staff, conducted a status quo cash flow analysis to evaluate whether existing water rates can adequately fund the City's various water-related expenses over the study period (Fiscal Years 2026 through 2034). The analysis projected annual revenues, operation and maintenance expenses, and capital expenditures, through Fiscal Years 2026 through 2034. The study indicates that with no rate increases over the study period, the City will fully deplete its reserves in 2028. As such, revenue adjustments were developed over the five-year rate-setting period to make sure the Water Operating Fund has sufficient funds to cover annual expenses, and to build reserves to target levels by the end of the rate-setting period, in the Year 2030. As shown in Table 1, the Rate Study recommended that the City increase water revenues by 12% for Calendar Years 2027.

Table 1: Approved Water Revenue Adjustments

Effective Date	Revenue Adjustment
Jan 1, 2026	12.0%
Jan 1, 2027	12.0%
Jan 1, 2028	10.0%
Jan 1, 2029	6.0%
Jan 1, 2030	6.0%

Beginning in calendar year 2027, approved rates are calculated by increasing the prior year's rates by the approved annual revenue adjustments. Table 2 shows the approved five-year water rate schedule through the year 2030, including the monthly service charge and the private fire line charge.

Table 2: Approved Five-Year Water Rate Schedule, Monthly Service Charge and Private Fireline Charge

Monthly Service Charge		12.0%	10.0%	6.0%	6.0%
Meter Size	**2026**	**2027**	**2028**	**2029**	**2030**
5/8"	$21.31	$23.87	$26.26	$27.84	$29.52
3/4"	$21.31	$23.87	$26.26	$27.84	$29.52
1"	$26.54	$29.73	$32.71	$34.68	$36.77
1-1/2"	$39.61	$44.37	$48.81	$51.74	$54.85
2"	$55.30	$61.94	$68.14	$72.23	$76.57
3"	$91.91	$102.94	$113.24	$120.04	$127.25
4"	$144.21	$161.52	$177.68	$188.35	$199.66
6"	$274.96	$307.96	$338.76	$359.09	$380.64
8"	$431.86	$483.69	$532.06	$563.99	$597.83
10"	$641.06	$717.99	$789.79	$837.18	$887.42

Monthly Private Fire Line Charge

Line Size	**2026**	**2027**	**2028**	**2029**	**2030**
5/8"	$7.50	$8.40	$9.24	$9.80	$10.39
3/4"	$7.50	$8.40	$9.24	$9.80	$10.39
1"	$7.50	$8.40	$9.24	$9.80	$10.39
1-1/2"	$7.50	$8.40	$9.24	$9.80	$10.39
2"	$7.50	$8.40	$9.24	$9.80	$10.39
3"	$16.66	$18.66	$20.53	$21.77	$23.08
4"	$32.45	$36.35	$39.99	$42.39	$44.94
6"	$89.13	$99.83	$109.82	$116.41	$123.40
8"	$186.89	$209.32	$230.26	$244.08	$258.73
10"	$333.93	$374.01	$411.42	$436.11	$462.28

As shown in Table 3 below, residential rates will continue to be tiered, and non-residential rates will be uniform. The residential rate tiers have been condensed from four to three, the tier breakpoints are the same for all meter sizes, and the seasonal change has been eliminated. These changes provide more clarification and parity among water customers. The multifamily customer class continues to have a two-tier rate, but the usage in the first tier is now based on up to six (6) hundred cubic feet ("hcf", or one unit of water) monthly per dwelling unit, instead of up to 12 hcf bi-monthly per dwelling unit. The other customer classes will continue to have uniform rates. The first single-family residential tier provides basic indoor use; the second tier provides the average summer use in the maximum use month of the year.

Multifamily tiers are similarly set to provide basic indoor use in Tier 1 and the remaining in Tier 2.

Table 3: Approved Five-Year Water Volumetric Rate Schedule

Customer	2026	2027	2028	2029	2030
Residential					
Tier 1: 0-8	$2.61	$2.93	$3.23	$3.43	$3.64
Tier 2: 9-26	$3.03	$3.40	$3.74	$3.97	$4.21
Tier 3: >26	$3.53	$3.96	$4.36	$4.63	$4.91
Multifamily					
6 hcf/du	$2.59	$2.91	$3.21	$3.41	$3.62
> 6 hcf/du	$2.93	$3.29	$3.62	$3.84	$4.08
Governmental, Institution, & Irrigation Customer					
All	$3.18	$3.57	$3.93	$4.17	$4.43
Commercial					
All	$2.75	$3.08	$3.39	$3.60	$3.82

The approved water rate adjustments for calendar year 2027 will help ensure adequate revenue to fund operating expenses, capital expenditures, and meet reserve targets, without charging any customer classes greater than their proportional share of the cost of service.

Sewer Rates

Raftelis conducted a status quo cash flow analysis to evaluate whether existing sewer rates can adequately fund the City's collection-system expenses. The analysis projected annual revenues, operation and maintenance expenses, debt service payments, and capital expenditures. Raftelis projects that with no rate increases over the study period, the City will fully deplete its sewer reserves in the year 2032. As shown in Table 4, the Cost Study proposes a six percent (6%) annual revenue adjustment over the five-year rate-setting period. The proposed increases will ensure the Sewer Operating Fund has sufficient funds to cover annual expenses and to maintain reserve levels throughout the study period.

Table 4: Approved Sewer Revenue Adjustments

Effective Date	Adjustment
Jan. 1, 2026	6.0%
Jan. 1, 2027	6.0%
Jan. 1, 2028	6.0%
Jan. 1, 2029	6.0%
Jan. 1, 2030	6.0%

The prior sewer rate structure consisted of a per dwelling unit ("DU"), bi-monthly cost for residential and non-residential customers. Additionally, a volumetric rate is applied to all non-residential customers. The sewer rates will continue to be charged on a monthly basis and include a per account (per dwelling unit for multifamily) charge for all customers. Table 5 shows the approved five-year schedule of sewer rates. Rates for calendar year 2026 reflected the cost-of-service analysis. Rates for calendar year 2027 and beyond equal the prior year rates multiplied by the approved six percent (6%) revenue adjustment.

Table 5: Approved Five-Year Sewer Rate Schedule

Customer Class	2026	2027	2028	2029	2030
Residential					
Single-Family, $/m	$9.05	$9.60	$10.18	$10.80	$11.45
Multifamily Dwelling Units, $/mo	$9.05	$9.60	$10.18	$10.80	$11.45
Residential Sewer Only, $/mo	$9.05	$9.60	$10.18	$10.80	$11.45
Non-Residential					
Commercial, $/mo	$9.05	$9.60	$10.18	$10.80	$11.45
Government, $/mo	$9.05	$9.60	$10.18	$10.80	$11.45
City Accounts, $/mo	$9.05	$9.60	$10.18	$10.80	$11.45
Volumetric, $/hcf	$0.67	$0.72	$0.77	$0.82	$0.87

Drought Rates

As part of the Cost Study, a demand reduction surcharge ("drought surcharge") was also identified to recover revenue shortfalls that occur during demand reduction water shortages. The Drought Surcharge, as shown in Table 6, may be imposed during times of declared drought, when certain levels of reduction from the base usage have been mandated. A drought surcharge is assessed on each unit of water used and is calculated to recover costs resulting from a loss of volumetric revenue,

due to reduced water use. The amount of the drought surcharge at different levels of usage reduction is based upon the City's projected revenue shortfall, adjusted for changes in costs.

Table 6: Drought Surcharge

Drought Stage	1	2	3	4	5
Drought Reduction in Use	Up to 10%	Up to 20%	Up to 30%	Up to 40%	Up to 50%
% Incr. on Monthly Volumetric Rates	0%	4%	10%	11%	18%

The City Council shall maintain discretion to implement drought rates.

Neighboring Comparisons

When completing the water and sewer cost of services study, we found that even with the approved rate adjustments, Arcadia's water and sewer rates are among the lowest in the area. Table 7 compares the monthly water and sewer bill for a typical single-family residential customer using 12 HCF per month with a 3/4-inch meter, based on the approved 2026 rates when the Cost of Service Rate Study was conducted, compared to neighboring jurisdictions.

Table 7: Neighboring Comparisons – Water, Single-Family, 3/4" Meter, 12hcf

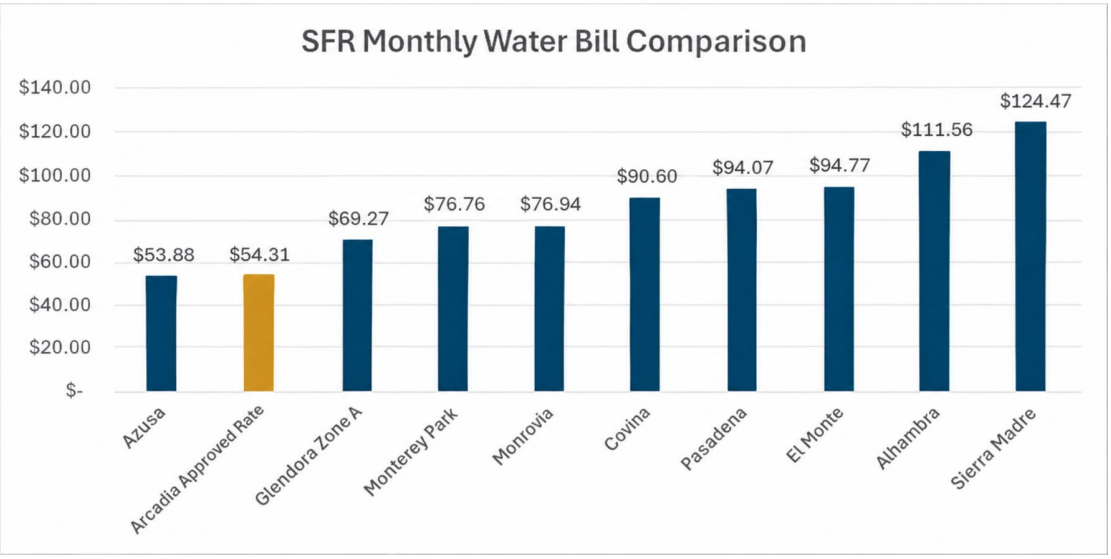


Table 8 shows a comparison of a water bill for a typical commercial customer (12hcf/mo) on a 1" meter, based on the approved 2026 rates when the Cost of Service Rate Study was conducted, compared to neighboring jurisdictions.

Table 8: Neighboring Comparison – Water, Commercial, 1" Meter, 12hcf

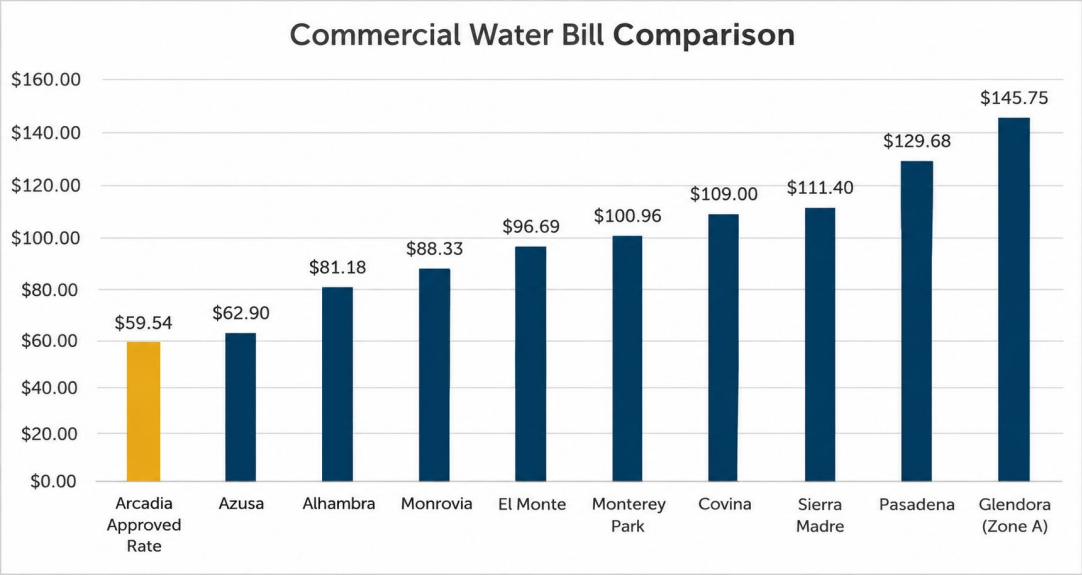


Table 9 shows a comparison of a sewer bill for a typical single-family customer (12hcf/mo) on a 3/4" meter, based on the approved 2026 rates when the Cost of Service Rate Study was conducted, compared to neighboring jurisdictions.

Table 9: Neighborhood Comparison – Sewer Single-Family

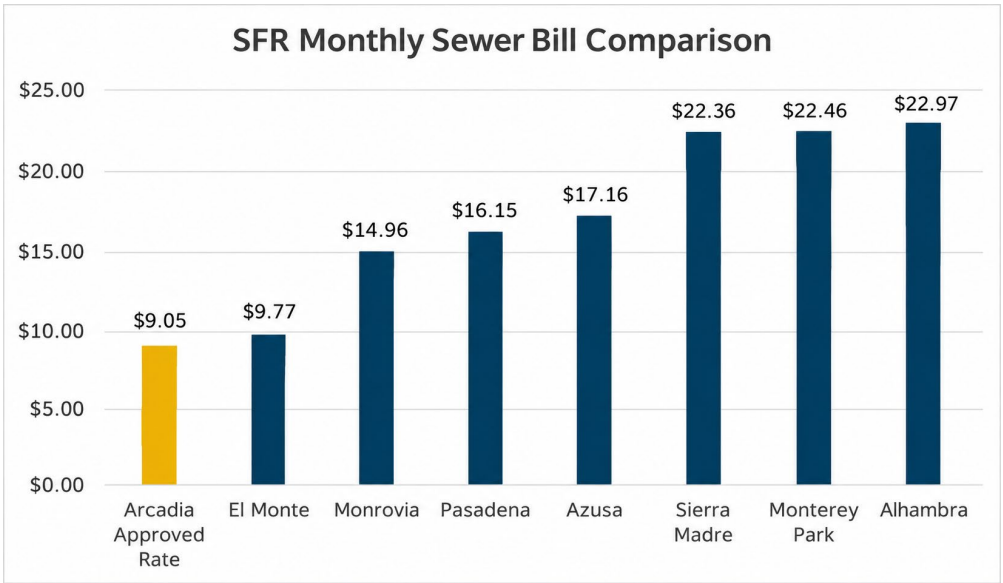
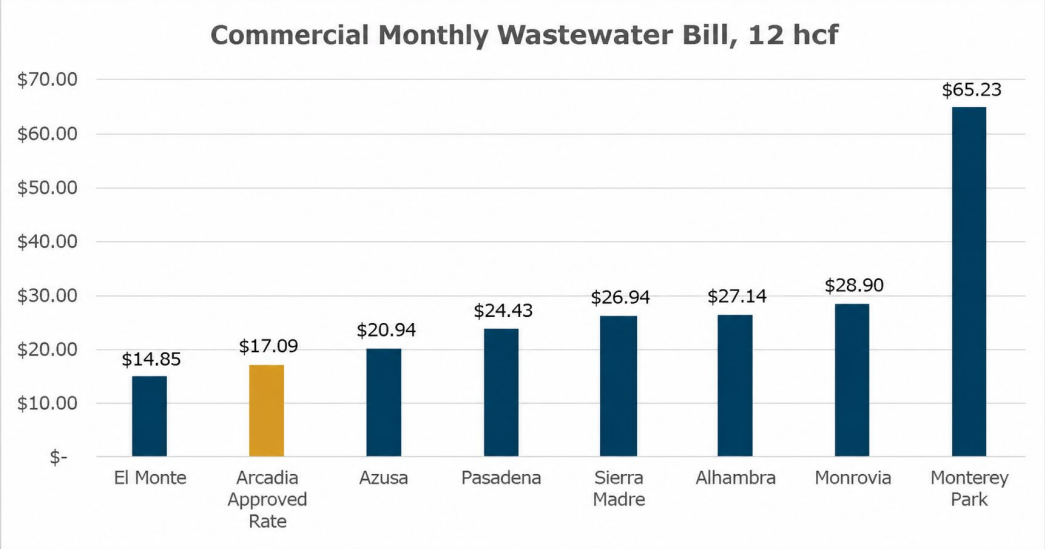


Table 10 shows a comparison of a sewer bill for a typical commercial customer (12hcf/mo) on a 1" meter, based on the approved 2026 rates when the Cost of Service Rate Study was conducted, compared to neighboring jurisdictions.

Table 10: Neighborhood Comparison – Commercial



Water Service Discounts

To assist single-family residential low-income customers, seniors, and veterans, the City implemented new Water Service Discounts. Customers can continue to apply to participate in one of the following discount programs:

Low-Income - For single-family residential customers with household income at or below 50% of the Los Angeles County Area Median Income Level ("AMI"), up to three units of water each month will be provided at no cost, and the customer will receive a full exemption from the City's Utility Users' Tax.

Senior Low-Income – For customers ages 62 years or older and whose household income is at or below 50% of the Los Angeles County Area Median Income Level ("AMI"), a 10% discount will be applied to water consumption usage and meter service charges, and the customer will receive a full exemption from the City's Utility Users' Tax.

Senior - For customers ages 62 years or older, a 10% discount will be applied to water consumption usage and meter service charges.

Veterans - For customers that served in a branch of the US Armed Forces, a 10% discount will be applied to water consumption usage and meter service charges.

ENVIRONMENTAL ANALYSIS

The proposed action is exempt from the California Environmental Quality Act ("CEQA") pursuant to Public Resources Code Section 21080(b)(8) and CEQA Guidelines Section 15273(a) because the rates are for the purpose of meeting operating expenses; purchasing or leasing supplies, equipment, or materials; meeting financial reserve needs and requirements; and obtaining funds for capital improvements necessary to maintain service within the City's existing service areas.

FISCAL IMPACT

The approved water and sewer revenue adjustments were selected to make sure the Water and Sewer Fund can sufficiently cover annual expenses, and to build reserves to target levels by the end of the rate-setting period. Table 11, the Approved Water Financial Plan, shows the approved five-year water enterprise financial plan. In the table, status quo revenue is shown with the solid line; projected revenue is shown by the dashed line; and annual expenditures are shown by the columns.

The green bars above the X-axis show the net cash used to build up the reserves, while the bars below the X-axis show the withdrawals from reserves to fund costs. Revenue adjustments are required to generate sufficient funds to cover annual operating and maintenance costs as well as capital projects. At the conclusion of the five-year rate period, the Water Fund will have sufficient reserve funding to meet recommended target levels.

Table 11: Approved Water Financial Plan

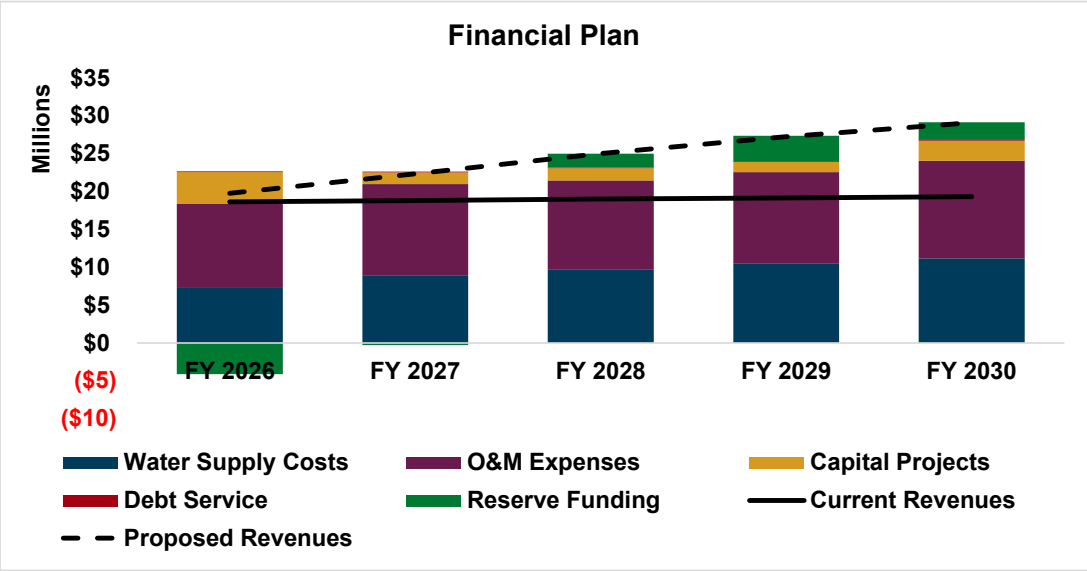
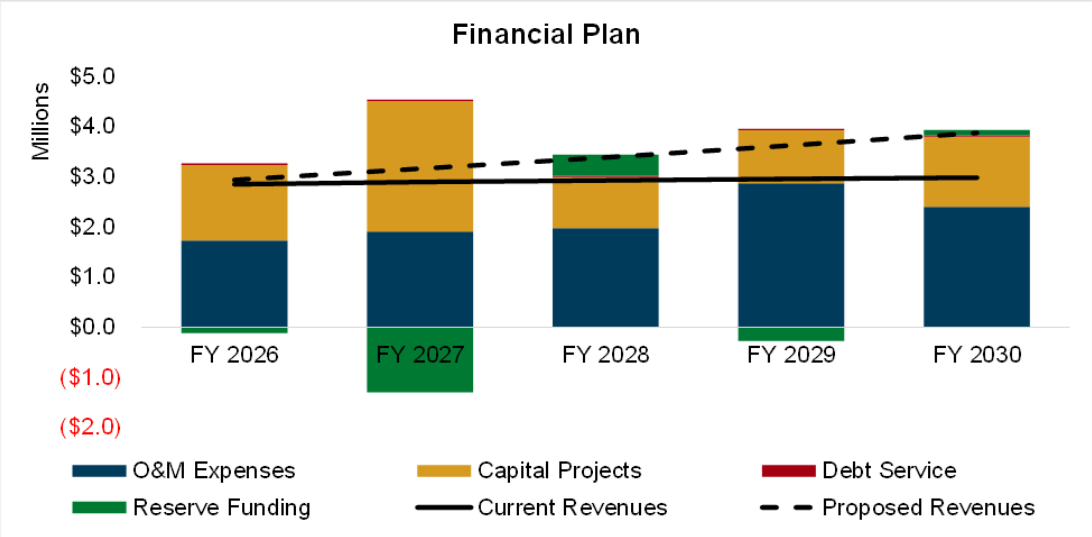


Table 12 below, the Approved Sewer Financial Plan, compares existing (solid line) and approved revenues (dashed line) with projected expenses (stacked columns). The expenses include operations and maintenance, capital, debt service, and reserve funding.

The green bars above the X-axis show the net cash used to build up the reserves, while the bars below the X-axis show the withdrawals from reserves to fund costs. Projected revenue from existing rates, if continued unchanged, would not meet future projected total expenses, and this table illustrates the need for revenue adjustments to maintain operations, accomplish the desired capital plan, and to meet reserve targets.

Table 12: Approved Sewer Financial Plan



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 receive and file this report on the City's adopted water and sewer rates for 2027.

Approved:

Dominic Lazzaretto
City Manager

Attachments: Resolution No. 7663 (City Water Rates)
Resolution No. 7664 (City Sewer Rates)

RESOLUTION NO. 7663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, SETTING CITY WATER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY WATER SYSTEM FOR CALENDAR YEARS 2026 THROUGH 2030

WHEREAS, pursuant to the Arcadia Municipal Code Section 7531.1, water rates may be set and modified by resolution of the City Council; and

WHEREAS, it is the desire of the City Council to maintain flexibility so as to best meet the needs of the City and water consumers; and

WHEREAS, proposed water rate changes for the period of Calendar Years 2026 through 2030, inclusive, were presented to the City Council at its October 7, 2025, regularly scheduled City Council meeting; and

WHEREAS, the proposed water rate structure includes a fixed charge and a volumetric rate, with the Volumetric Charge including four customer classes - (1) Single Family Residential; (2) Multi-Family Residential; (3) Commercial; and (4) Governmental, Institutional, and Irrigation (collectively "Institutional"); and

WHEREAS, the Monthly Service Charge is a fixed charge established on the basis of the size of the water meter (in inches) serving a property and is calculated to recover a percentage of the water utility's annual fixed costs of providing water service, such as utilities, equipment, materials, billing, collections, customer service, meter reading, and meter maintenance; and

WHEREAS, the proposed water rates include revenue adjustments over the five-year rate-setting period to make sure the Water Operating Fund has sufficient funds to cover annual expenses and to build reserves to target levels by the end of the rate-setting period, in the Year 2030; and

WHEREAS, the proposed water rates enable the City to increase water revenues by 12% for Calendar Years 2026 and 2027; 10% for Calendar Year 2028; and 6% for Calendar Years 2029 and 2030, to fund expected operations, maintenance, and CIP expenditures, and maintain a sufficient Reserve Fund balance; and

WHEREAS, a public notice concerning said rate changes was duly mailed to residents in accordance with Proposition 218 noticing requirements on October 10, 2025, and a duly noticed public hearing concerning said rate adjustments was conducted by the City Council on December 2, 2025; and

WHEREAS, the City duly gave notice of the period and means for submitting written objections, and the City did not receive any written objections related to the City's compliance with the substantive limitations on fees and assessments imposed by Section 4 or Section 6 of Article XIII D of the California Constitution; and

WHEREAS, the City Council finds that the proposed water and sewer rates do not exceed the reasonable and proportional costs of providing services to the ratepayers and the various categories of ratepayers; and

WHEREAS, the City Council has determined that, pursuant to Proposition 218,

a majority protest does not exist and the City Council may therefore proceed to set the water service rates.

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

SECTION 1. RECITALS. The above-stated recitals and true and correct and represent the findings of the City Council.

SECTION 2. RATES. The City Council hereby adopts the following rates for water service:

(a) Monthly Meter Charge ($/Meter Size)

Meter Size	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
5/8"	$21.31	$23.87	$26.26	$27.84	$29.52
3/4"	$21.31	$23.87	$26.26	$27.84	$29.52
1"	$26.54	$29.73	$32.71	$34.68	$36.77
1 1/2"	$39.61	$44.37	$48.81	$51.74	$54.85
2"	$55.30	$61.94	$68.14	$72.23	$76.57
3"	$91.91	$102.94	$113.24	$120.04	$127.25
4"	$144.21	$161.52	$177.68	$188.35	$199.66
6"	$274.96	$307.96	$338.76	$359.09	$380.64
8"	$431.86	$483.69	$532.06	$563.99	$597.83
10"	$641.06	$717.99	$789.79	$837.18	$887.42

(b) Single- Family Residential and Multi-Family Residential

Single-Family Residential and Multi-Family Residential rates consist of tiers which

impose higher rates per unit of water as the level of consumption increases, with one unit equal to one hundred cubic feet of water.

Single-Family Residential Proposed Five-Year Water Volumetric Schedule

	2026	2027	2028	2029	2030
Tier 1: 0-8	$2.61	$2.93	$3.23	$3.43	$3.64
Tier 2: 9-26	$3.03	$3.40	$3.74	$3.97	$4.21
Tier 3: > 26	$3.53	$3.96	$4.36	$4.63	$4.91

The amount of water allotted for Multi-Family Residential customers is based on allotments per dwelling unit. The multifamily customer class will have two allotment rates, as follows:

Multi-Family Residential Monthly Allotments (Per Dwelling Unit)

HCF x
Per Dwelling Unit

Allotment 1
6 hcf/du/mo

Allotment 2
>6 hcf/du/mo

Multi-Family Residential Monthly Water Rates

	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
Allotment 1	$2.59	$2.91	$3.21	$3.41	$3.62
Allotment 2	$2.93	$3.29	$3.62	$3.84	$4.08

(c) Commercial and Institutional

Commercial and Institutional rates for the Volumetric Charge are uniform, but the amount of the charge imposed varies based on the number of units of water delivered to a property (institutional rates shall include Government and Irrigation customers), with one unit equal to one hundred cubic feet of water.

Commercial Monthly Water Rates

1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
$2.75	$3.08	$3.39	$3.60	$3.82

Governmental, Institutional, and Irrigation Water Rates

1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
$3.18	$3.57	$3.93	$4.17	$4.43

SECTION 3. FIRE HYDRANT SERVICE FOR CONSTRUCTION, OUTSIDE CITY, AND PRIVATE USE. Fire hydrant meters, eddy valves, and water sold for construction, to outside City agencies, and for private use, shall be subject to the following charges:

Meter Installation	$159.29
Meter Relocation	$79.65
Meter Reread	$142.41
Meter Rental	$91.91/month
Eddy Valve Rental	$25.00/month
Hydrant Rental	$32.45/month

Hydrant Permit	$46.06
Water Usage	$3.18/100 cubic feet
Deposit (Refundable)	$1,681.26

All water consumption is to be charged at the rate of three dollars and eighteen cents ($3.18) per full one hundred (100) cubic feet registered on the consumer's meter.

Unmetered water use will be charged at a flat rate determined by the Water Section of the Public Works Services Department based upon type of use.

SECTION 4. FIRE LINE SERVICE (NO CHARGE FOR WATER USED FOR FIRE SERVICE). The current water rates also include a private fire service bi-monthly charge for those customers with a dedicated fire service line. The table below shows the proposed five-year water rate schedule for the private fire line charge through the year 2030. The following rates are established for monthly charges for fire protection service:

Monthly Private Fire Line Charge

Line Size	1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
5/8"	$7.50	$8.40	$9.24	$9.80	$10.39
3/4"	$7.50	$8.40	$9.24	$9.80	$10.39
1"	$7.50	$8.40	$9.24	$9.80	$10.39
1 1/2"	$7.50	$8.40	$9.24	$9.80	$10.39

2"	$7.50	$8.40	$9.24	$9.80	$10.39
3"	$16.66	$18.66	$20.53	$21.77	$23.08
4"	$32.45	$36.35	$39.99	$42.39	$44.94
6"	$89.13	$99.83	$109.82	$116.41	$123.40
8"	$186.89	$209.32	$230.26	$244.08	$258.73
10"	$333.93	$374.01	$411.42	$436.11	$462.28

SECTION 5. DROUGHT SURCHARGE. The Drought Surcharge, as shown in the table below, may be imposed during times of declared drought, when certain levels of reduction from the base usage have been mandated. A drought surcharge is charged on each unit of water used and is calculated to recover costs resulting from a loss of volumetric revenue, due to reduced water use. The amount of the drought surcharge at different levels of usage reduction is based upon the City's projected revenue shortfall, adjusted for changes in costs.

Drought Stage	1	2	3	4	5
Drought Reduction in Use	Up to 10%	Up to 20%	Up to 30%	Up to 40%	Up to 50%
% Incr. on Monthly Volumetric Rates	0%	4%	10%	11%	18%

The City Council shall maintain discretion to implement drought rates.

SECTION 6. Should the cost of over entitlement water increase at any time during 2026-2030, the water rate will be adjusted to reflect a direct pass-through of the increase over and above the increase projected in the rate model.

SECTION 7. All rates set forth in this Resolution shall be effective and

operative for water use and bills sent after January 1, 2026.

SECTION 8. Annually adjusted rates shall take effect for all water use and service appearing on water bills issued on or after January 1, 2027, and each January 1 thereafter, including January 1, 2030. Prior to implementing the rates, however, the City Council will review its projected costs for each year to determine the maximum amount of any rate increases that are necessary.

SECTION 9. The City Council hereby finds that the rates specified in this Resolution will not produce an amount in excess of that necessary to fund the operation of the City of Arcadia Water System.

SECTION 10. The City Council hereby finds that the City duly provided a written objection period from October 10, 2025, through November 24, 2025, inclusive, pursuant to Assembly Bill 2257. The City did not receive any objections concerning the City's compliance with substantive limitations on fees and assessments imposed by Section 4 or 6 of Article XIII D of the California Constitution.

SECTION 11. The City Council finds that this Resolution is exempt from the requirements of the California Environmental Quality Act as specified in Public Resources Code Section 21080(b)(8) and Title 14 Section 15273 of the California Administrative Code.

SECTION 12. The City Clerk shall certify to the adoption of this Resolution.

Passed, approved and adopted this 2nd day of December, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael J. Maurer
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF ARCADIA)

I, LINDA RODRIGUEZ, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 7663 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 2nd day of December, 2025 and that said Resolution was adopted by the following vote, to wit:

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

NOES: None

ABSENT: None

City Clerk of the City of Arcadia

RESOLUTION NO. 7664

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, SETTING CITY SEWER RATES AND FINDING THE RATES WILL NOT EXCEED THE ESTIMATED AMOUNT NECESSARY TO FUND THE OPERATION OF THE CITY SEWER SYSTEM FOR CALENDAR YEARS 2026 THROUGH 2030

WHEREAS, pursuant to the Arcadia Municipal Code Section 2696, sewer rates may be set and modified by resolution of the City Council; and

WHEREAS, it is the desire of the City Council to set sewer rates in a reasonable amount and so as to meet the capital improvement and service needs of the City and its sewer service consumers; and

WHEREAS, proposed sewer rate changes for the period of Calendar Years 2026 through 2030, inclusive were presented to the City Council at its October 7, 2025, regularly scheduled City Council meeting; and

WHEREAS, a public notice concerning said rate changes was duly mailed to residents in accordance with Proposition 218 noticing requirements on October 10, 2025, and a duly noticed public hearing concerning said rate adjustments was conducted by the City Council on December 2, 2025, for Calendar Years 2026, 2027, 2028, 2029, and 2030.

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

SECTION 1. RECITALS. The above stated recitals are true and correct and represent the findings of the City Council.

SECTION 2. RATES. The following sewer rates are established and shall supersede rates heretofore adopted for the following categories of sewer service:

(a) Single Family Residential, Multi-Family Residential Dwellings, and Residential Sewer Only Charges per Month

1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
$9.05	$9.60	$10.18	$10.80	$11.45

(b) Commercial, Government, and City Accounts Charges per Month

1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
$9.05	$9.60	$10.18	$10.80	$11.45

(c) Non-Residential Volumetric Charges per HCF (Hundred Cubic Feet) of water

1/1/2026	1/1/2027	1/1/2028	1/1/2029	1/1/2030
$0.67	$0.72	$0.77	$0.82	$0.87

(d) Premises where sewer connections are not available or are not connected shall be exempt from said monthly charges.

SECTION 3. All rates set forth in this Resolution shall be effective and operative for sewer use and bills sent after January 1, 2026.

SECTION 4. Annually adjusted rates shall take effect for all sewer use and service appearing on bills issued on or after January 1, 2027, and each January 1

thereafter, including January 1, 2030. Prior to implementing the rates, however, the City Council will review its projected costs for each year to determine the maximum amount of any rate increases that are necessary.

SECTION 5. The City Council hereby finds that the rates specified in this Resolution will not produce an amount in excess of that necessary to fund the operation of the City of Arcadia Sewer System.

SECTION 6. The City Council hereby finds that the City duly provided a written objection period from October 10, 2025, through November 24, 2025, inclusive, pursuant to Assembly Bill 2257. The City did not receive any objections concerning the City's compliance with substantive limitations on fees and assessments imposed by Section 4 or 6 of Article XIII of the California Constitution.

SECTION 7. The City Council finds that this Resolution is exempt from the requirements of the California Environmental Quality Act as specified in Public Resources Code Section 21080(b)(8) Title 14 Section 15273 of the California Administrative Code.

SECTION 8. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 2nd day of December, 2025.

Mayor of the City of Arcadia

ATTEST:

City Clerk

APPROVED AS TO FORM:

Michael J. Mauer
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF ARCADIA)

I, LINDA RODRIGUEZ, City Clerk of the City of Arcadia, hereby certifies that the foregoing Resolution No. 7664 was passed and adopted by the City Council of the City of Arcadia, signed by the Mayor and attested to by the City Clerk at a regular meeting of said Council held on the 2nd day of December, 2025 and that said Resolution was adopted by the following vote, to wit:

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

NOES: None

ABSENT: None

City Clerk of the City of Arcadia

CITY OF ARCADIA

STAFF REPORT

ADMINISTRATIVE SERVICES DEPARTMENT

DATE: December 1, 2026

TO: Honorable Mayor and City Council

FROM: Henry Chen, Administrative Services Director

SUBJECT: APPROVE THE ANNUAL DEVELOPMENT IMPACT FEE REPORT FOR FISCAL YEAR 2025-26 PURSUANT TO GOVERNMENT CODE SECTION 66006
CEQA: Not A Project
Recommendation: Approve

SUMMARY

Pursuant to Resolution Nos. 6498, 6602, and 7492, the City has been collecting various impact fees related to Transportation, Park Facilities, and Fire Facilities, and is required to report certain information to the City Council and public annually, pursuant to Government Code Section 66006. These fees are intended to provide funding for the maintenance of infrastructure service levels and the improvements necessitated by growth resulting from development. All applicable collection and expenditure requirements have been complied with by the City.

It is recommended the City Council approve the Annual Development Impact Fee Report for Fiscal Year 2025-26 pursuant to Government Code Section 66006.

DISCUSSION

The City collects Impact Fees for Transportation, Park Facilities, and Fire Facilities, which are all fees associated with development projects. Government Code Section 66006 requires the City to prepare an annual report that describes certain information about the fees, such as the amount of fees collected, public improvements for which the fees were expended, fund balance, and other information. This information is attached hereto:

Exhibit "A": The Park Facilities Fee Impact Fund currently has a balance of $8,254,716. Additional fund balance will be used in the coming years to continue implementation of the adopted Parks Master Plan, most notably, the completion of new concession buildings at Bonita and Hugo Reid Park.

Exhibit "B": The Transportation Fee Impact Fund currently has a balance of $753,727. Funds are spent regularly from this account for various traffic improvements throughout the City. Staff are currently working on traffic signal improvements at Centennial Way, Live Oak Ave/Las Tunas Drive, and Peck Road/Myrtle Ave.

Exhibit "C": The Fire Facilities Impact Fund currently has a balance of $517,057. Funds are spent from this account for capital projects to improve the service capacity of the Fire Department. The Fire Department's Standards of Cover ("SOC") study is currently being conducted to assess risk and future service improvement needs. Once the study is completed, recommendations for future projects to be funded by Fire impact fees are expected to be identified.

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

Funds from these accounts make significant community improvement projects possible. Due to the variability of development activity in the community, the amount of revenue tends to vary substantially in any given year. In Fiscal Year 2025-26, all three funds combined added over $1.7 million in new revenue, including interest earned. Without these funds, the City would need to find other sources of revenue to offset the impacts caused by new development.

RECOMMENDATION

It is recommended that the City Council determine that this action is not a project under the California Environmental Quality Act ("CEQA"); and approve the Annual Development Impact Fee Report for Fiscal Year 2025-26 pursuant to Government Code Section 66006.

Approved:

Dominic Lazzaretto
City Manager

Attachments: Exhibit "A" – Annual Park Facilities Impact Fee Report FY2025-26
Exhibit "B" – Annual Transportation Impact Fee Report FY2025-26
Exhibit "C" – Annual Fire Facilities Impact Fee Report FY2025-26

Exhibit "A"

City of Arcadia
Annual Park Facilities Impact Fee Report
Fiscal Year 2025-26

This annual report section has been prepared pursuant to the requirements of Government Code Section 66006.

Description of Fees

Pursuant to Resolution No. 6602, the Park Facilities Fee is collected to ensure that new development pays its fair share of costs associated with building new park facilities and infrastructure.

Amount of Fees

$2.85 per square feet for single family projects
$3.73 per square feet for multi-family projects

Beginning and Ending Balances of the Fund and Amount of Fees Collected and Interests Earned

Fiscal Year	Beginning Fund Balance	Fees Collected	Interest Earned	Expenditures	Other	Ending Balance
2025-26	$ 5,810,284	$ 1,046,347	$ 183,277	$ (1,053,363)	$ 2,268,171	$ 8,254,716
2024-25	11,826,293	488,968	419,927	(5,474,573)	635,680	7,896,295
2023-24	10,603,953	1,814,156	430,654	(1,022,470)	-	11,826,293
2022-23	9,913,000	550,784	185,932	(45,763)	-	10,603,953
2021-22	9,507,840	570,486	(123,464)	(41,862)	-	9,913,000
2020-21	8,286,941	622,346	39,183	(278,380)	837,750	9,507,840
2019-20	13,927,639	883,959	281,397	(6,810,432)	4,378	8,286,941
2018-19	12,991,795	593,808	395,942	(53,906)	-	13,927,639
2017-18	12,048,806	916,233	53,122	(26,366)	-	12,991,795
2016-17	10,323,977	1,734,923	42,361	(52,455)	-	12,048,806
Before 2016	(264,045)	11,405,041	206,540	(2,759,737)	(349,833)	8,237,966
	Total	**$ 19,580,704**	**$ 1,931,594**	**$ (16,565,944)**	**$ 1,127,975**	

An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

Project	Years	Amount	% Funded by Fees
Museum Education Center	2008, 2014	$ 984,884	49%
City Hall Soccer Field	2010-2012	1,275,111	100%
Wilderness Park Restroom	2013	148,482	100%
City Park Improvements	2013-14	62,931	100%
Community Center Backup Generator	2014	154,250	100%
Recreation and Parks Master Plan	2014-18	212,900	100%
Eisenhower Park	2019-21	6,940,727	100%
Newcastle Park	2020-26	6,267,981	100%
Baseball Bleachers	2022-25	518,678	100%
	Total	**$ 16,565,944**	

Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

The design and construction for the concession buildings at Hugo Reid and Bonita Parks is anticipated to be completed in 2029.

Description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

There were no interfund transfers or loans.

Amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

There were no refunds nor allocations for some other purpose for which fees were collected.

Exhibit "B"

City of Arcadia
Annual Transportation Impact Fee Report
Fiscal Year 2025-26

This annual report section has been prepared pursuant to the requirements of Government Code Section 66006.

Description of Fees

Pursuant to Resolution No. 7151, the Transportation Impact Fee is collected to help pay for needed traffic improvements to maintain certain intersections at a Level of Service "D" or better.

Amount of Fees

$1,983 per PM Peak Hour vehicle trip

Beginning and Ending Balances of the Fund and Amount of Fees Collected and Interests Earned

Fiscal Year	Beginning Fund Balance	Fees Collected	Interest Earned	Expenditures	Other Revenues	Ending Balance
2025-26	900,299	297,168	26,941	(470,681)	-	753,727
2024-25	789,105	126,771	44,795	(60,372)	-	900,299
2023-24	(85,024)	974,000	15,880	(115,751)	-	789,105
2022-23	1,293,061	121,931	36,737	(1,536,753)	-	(85,024)
2021-22	1,558,251	146,497	(22,166)	(389,521)	-	1,293,061
2020-21	1,795,980	230,538	6,371	(474,638)	-	1,558,251
2019-20	2,574,037	155,861	75,033	(1,008,951)	-	1,795,980
2018-19	2,955,109	517,563	101,503	(1,000,138)	-	2,574,037
2017-18	3,047,631	196,819	17,163	(306,504)	-	2,955,109
2016-17	1,977,886	1,553,561	12,414	(496,230)	-	3,047,631
Before 2016	417,289	3,172,166	128,049	(1,739,618)	-	1,977,886
	Total	**$ 7,492,875**	**$ 442,720**	**$ (7,599,157)**	**$ -**	

An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

Project	Years	Amount	% Funded by Fees
Sunset Blvd. Widening	2008	240,289	61.67%
Santa Anita Intersection Improvement	2008-12	440,205	20.15%
Huntington Drive Capacity Improvement	2012-15	694,368	33.27%
Duarte Road Intersection Widening	2012-17	539,725	98.22%
Transportation Impact Fee Study	2012-17	68,124	100.00%
Land Acquisition	2015-16	144,239	10.00%
Various Miscellanrous Traffic Signal Improvements	2017-26	1,113,606	100.00%
Duarte and Lovell Traffic Signalization	2018-19	343,381	100.00%
Huntington Arterial Rehabilitation	2018-21	751,677	38.00%
Santa Anita Corridor Traffic Signalization	2018-23	981,804	57.90%
Huntington Drive and Second Ave	2019	150,000	100.00%
Sunset and Fairview Traffic Signalization	2019-20	425,861	100.00%
Baldwin Ave Traffic Signal Fiber Optic Extension	2020-22	290,051	100.00%
Colorado Street - Complete Streets	2020-24	500,745	100.00%
Traffic Signal Fiber Optics Network Extension	2021-26	453,206	100.00%
Arterial Rehabilitation - Live Oak (Santa Anita to East City Limits)	2022	159,000	14.79%
Arterial Rehabilitation - Huntington Dr (Santa Clara to 5th)	2022	1,583	100.00%
Traffic Center Upgrades	2023-25	49,578	100.00%
Centennial Way Traffic Signalization	2026	202,258	100.00%
Emergency Vehicle Preemption Signal Improvements	2023-24	49,457	100.00%
	Total	**$ 7,599,157**	

Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

The City utilizes the impact fees to fund various traffic signalization improvements and arterial rehabilitation projects on an annual basis. The projects that remain incomplete at the end of the fiscal year and their anticipated completion dates are as follows:

Project	Estimated Completion
Traffic Signal Improvements - Live Oak and Las Tunas	June 2027
Traffic Signal Improvements - Centennial Way	March 2027
Traffic Signal Improvements - Peck Road and Myrtle Ave	December 2027

Description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

There were no interfund transfers or loans.

Amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

There were no refunds nor allocations for some other purpose for which fees were collected.

Exhibit "C"

City of Arcadia
Annual Fire Facilities Development Impact Fee Report
Fiscal Year 2025-26

This annual report section has been prepared pursuant to the requirements of Government Code Section 66006.

Description of Fees

Pursuant to Resolution No. 7492, the Fire Protection Facilities Development Impact Fee is collected to ensure that new development pays its fair share of capital and infrastructure costs associated with increased demand for fire services from the new developments.

Amount of Fees

$0.35 per square foot for residential dwelling units
$1.91 per square foot for commercial units
$2.92 per square foot for office units
$1.04 per square foot for industrial units

Beginning and Ending Balances of the Fund and Amount of Fees Collected and Interests Earned

Fiscal Year	Beginning Fund Balance	Fees Collected	Interest Earned	Expenditures	Other	Ending Balance
2025-26	$ 349,958	$ 152,542	$ 14,557	$ -	$ -	$ 517,057
2024-25	310,486	61,167	18,045	(39,740)	-	349,958
2023-24	-	310,714	5,272	(5,500)	-	310,486
	Total	**$ 524,423**	**$ 37,874**	**$ (45,240)**	**$ -**	

An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees

Project	Years	Amount	% Funded by Fees
Fire Training Facility	2023-24	$ 5,500	100%
Fire Station Remodel	2024-25	13,740	100%
Signal Preemption Project	2024-25	26,000	100%
	Total	**$ 45,240**	

Identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

The Fire Department is currently conducting a Standards of Cover (SOC) to assess risk and future service improvement needs. Once that study is complete, we anticipate having recommendations for future projects to be funded by the fire impact fees.

Description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

There were no interfund transfers or loans.

Amount of refunds made pursuant to subdivision (e) of Section 66001 and allocations pursuant to subdivision (f) of Section 66001.

There were no refunds nor allocations for some other purpose for which fees were collected.

CITY OF ARCADIA

STAFF REPORT

FIRE DEPARTMENT

DATE: December 1, 2026

TO: Honorable Mayor and City Council

FROM: Chen Suen, Fire Chief
By: Thomas Devlin, Battalion Chief

SUBJECT: PURCHASE ORDER WITH PERFORMANCE TRUCK REPAIR, INC. FOR FIRE APPARATUS SERVICE AND REPAIRS IN AN ANNUAL AMOUNT NOT TO EXCEED $280,000
CEQA: Not a Project
Recommendation: Approve

SUMMARY

The Arcadia Fire Department utilizes outside vendors to perform specialized fire apparatus maintenance and repairs. Maintenance and repair services that cannot be accommodated internally are outsourced due to equipment, certification, technical, or other resource requirements. These services are necessary to maintain the operational readiness of emergency response vehicles.

Utilizing the City of West Covina's cooperative purchasing pricing (also known as "piggybacking"), it is recommended that the City Council approve a Purchase Order with Performance Truck Repair, Inc. ("PTR") for fire apparatus service and repairs, in an annual amount not to exceed $280,000 for a five-year term, from August 1, 2026, through July 31, 2031. Funding will be subject to annual budget appropriations by the City Council.

DISCUSSION

Prior to outsourcing any fire apparatus maintenance or repairs, the Fire Department consults with the Public Works Services Fleet Division. When repairs require specialized equipment, certifications, technical expertise, or an expedited

turnaround that cannot be accommodated internally, the Fire Department utilizes qualified vendors. Some examples of specialized work include Husky foam systems, Hercules compressed air systems, TAK-4 independent suspension systems, Waterous fire pumps, and other specialized fire apparatus components.

PTR has provided fire apparatus maintenance and repair services to the City of Arcadia for more than 10 years. Its experience with the Department's fleet, familiarity with its specialized equipment, and ability to perform complex repairs help support the operational readiness and reliability of frontline and reserve apparatus.

Over the past several years, the Fire Department has experienced an increase in maintenance and repair needs associated with its fleet, including unforeseen mechanical failures that have required specialized repairs. These factors were taken into consideration during the development of the Fiscal Year 2026-27 Fire Department Operating Budget. The proposed annual Purchase Order amount is within the approved budget and is intended to accommodate both routine and unanticipated specialized maintenance and repairs necessary to maintain the operational readiness of the Department's fleet.

The City of Arcadia's Purchasing Policy allows the utilization of "piggybacking" as an optional procurement process. Through intergovernmental cooperative purchasing, a public agency can use an existing public contract to procure similar items or services under similar pricing and terms. This method allows savings in time, resources, and cost by leveraging another agency's successful competitive bidding process, with the benefits of volume or bulk pricing.

On April 28, 2026, the City of West Covina issued a Request for Proposals ("RFP") No. 2026-15 for Fire Department Fleet Maintenance and Repair Services. Four responsive proposals were received and evaluated based on relevant experience and qualifications, capacity to perform the required services, completeness of the proposal, and proposed cost. PTR received the highest overall evaluation score of 97 out of 100 points.

The City of West Covina entered into a five-year agreement with PTR for its Fire Department's fleet maintenance and repair services, effective August 1, 2026, through July 31, 2031. The agreement covers preventive maintenance, diagnostics, mechanical repairs, emergency repairs, and component replacement and related

parts for fire apparatus and fleet services. After further evaluation, it was determined that the City of West Covina's agreement meets the City of Arcadia's competitive bidding requirements, with a scope of work similar to the Arcadia Fire Department's specifications for specialized maintenance and repair services. PTR has also provided written confirmation of its willingness to extend the pricing, terms, and conditions of its agreement with West Covina to the City of Arcadia.

As indicated in "Exhibit C – Fee Schedule" of the attached agreement, the service and repair costs are as follows:

- Standard hourly rate: $120
- Overtime hourly rate: $120
- Emergency call or after-hours hourly rate: $120
- Vehicle parts: 20% markup

These rates are inclusive of all labor, shop, management and environmental fees. The agreement's term also requires written estimates and approval before the following are initiated: repairs, pickup, delivery, replacement parts (Original Equipment Manufacturer or OEM, or equivalent standard), and inspection of completed work. Further, there is a one-year warranty on repaired or rebuilt parts. These provisions establish a defined framework for service quality, authorization, and pricing.

Additionally, the piggybacking agreement does not guarantee any minimum amount of work or compensation, since services or repairs are to be requested on an as-needed basis. All work will be at the discretion of the Arcadia Fire Department based on factors such as availability, responsiveness, location, and budget.

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

The proposed annual Purchase Order amount for specialized fire apparatus service and repairs is not to exceed $280,000. The piggybacking pricing of PTR is set for a five-year term, effective August 1, 2026, to July 31, 2031 (pricing listed in "Exhibit C – Fee Schedule" of the attached agreement). Sufficient funds totaling $314,900 for this work have been allocated in the Fiscal Year 2026-27 Fire Operating Budget. Actual expenditures will be based on the Department's maintenance and repair needs. Funding for subsequent Fiscal Years will be subject to annual budget appropriations by the City Council.

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 a Purchase Order with Performance Truck Repair, Inc. for fire apparatus service and repairs in an annual amount not to exceed $280,000.

Approved:

Dominic Lazzaretto
City Manager

Attachment No. 1: Agreement - City of West Covina and Performance Truck Repair, Inc.
Attachment No. 2: RFP for Fire Fleet Maintenance and Services – City of West Covina
Attachment No. 3: Letter of Acknowledgement – Performance Truck Repair, Inc.

MAINTENANCE SERVICES AGREEMENT BETWEEN CITY OF WEST COVINA AND PERFORMANCE TRUCK REPAIR, INC. FOR FIRE DEPARTMENT FLEET MAINTENANCE AND REPAIR SERVICES

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into as of August 1, 2026 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and PERFORMANCE TRUCK REPAIR, INC., a California corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to provide maintenance and repair services for the Fire Department's fleet, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

E. Contractor responded to City's Request for Proposals No. 2026-15, dated April 28, 2026, incorporated via this reference as if fully set forth herein, and Contractor's response to the Request for Proposals was a material inducement to the City ultimately entering into this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the Scope of Services, attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the

matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.3. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability or mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, except as permitted pursuant to Section 12940 of the California Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and incorporated here (the "Fee Schedule").

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Contractor's Proposal unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is

specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services shall be performed in strict compliance with the performance schedule agreed to by City and Contractor, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and Contractor. Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, ending on July 31, 2031, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding

any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on Contractor, if the latter should:

(a) Be adjudged bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not

been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than Two Million Dollars ($2,000,000) combined single limit for each accident.

(c) Garage keeper's legal liability insurance of at least One Million Dollars ($1,000,000.00) per occurrence.

(d) Workers' compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with a limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its agreement with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance.

Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all

consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or by U.S. mail, with postage properly prepaid and addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; and (b) on the earlier of the date actually received or on the third day after the postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:	IF TO CITY:
Performance Truck Repair, Inc. 892 W. 10th St. Azusa, CA 91702 Attn: David Killackey	City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790 Attn: Fire Chief

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this

Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All reports, documents, information and data furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Contractor shall deliver to City any reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the

City.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.15. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21. Severability. If any provision of this Agreement is determined by a court of

competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.22. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

6.24. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS.]

CITY OF WEST COVINA,
A municipal corporation

Milan Mrakich
City Manager

CONTRACTOR

Signature

David Killackey Jr. / President
Name and Title

ATTEST:

Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Karen Ogawa
Finance Director

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

1. SCOPE OF WORK

On an as-needed, as-requested basis, the Contractor shall provide services that include, but are not limited to, major repairs, overhauls of dynamic components, engines and engine accessories, engineering support, pumps, valves, pumping components and various non-critical component repairs, maintenance and/or parts for various fire apparatuses and heavy equipment. Contractor will furnish all labor, materials, equipment, and supervision necessary to provide heavy fire apparatus parts and/or services as required by West Covina Fire Department.

A list of the Fire Department's current vehicles and apparatuses is included as Attachment 1. Contractor acknowledges that the City may add vehicles to and remove vehicles from its fleet at any time during the term of the agreement.

Heavy Fire Apparatus currently in service in West Covina Fire Department's Fleet include, but are not limited to:

- Pierce
- Spartan
- American La France
- Freightliner
- Salsbury

The following is a partial list of radiator repair items or issues that may need attention:

- Radiator core repair/replace
- Radiator rod out
- Heater core repair
- End tank repair
- Fuel tank repair
- Fuel tank cleaning
- Radiator neck repair/replace
- Oil cooler repair
- Welding
- Charged air cooler/replace

This scope of work outlines general features and basic minimum requirements for providing parts and services for West Covina Fire Department equipment. This is a general guide and is not intended to be an all-inclusive list of all work necessary for completing the project scope. At its discretion, the West Covina Fire Department may add or delete vehicles from the list at any time during the term of the agreement. Any vehicles added to the scope of work will be offered the same prices as in the original proposal.

2. QUALITY OF WORK

Repair work must be in a level acceptable to City in terms of cost, time, and workmanship. Failure to perform repairs properly, as determined by the Fire Department, will be considered grounds for terminating the agreement.

3. GENERAL REQUIREMENTS

- Contractor's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and Local regulations.

- All items provided under the agreement shall comply with all applicable, Federal, State, and Local regulations including California Vehicle Code, if applicable.

- Authorized representatives of the West Covina Fire Department shall be permitted to inspect the Contractor's facility upon request on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of the agreement.

4. SERVICE REQUIREMENTS

- Due to logistics and equipment turnaround time, Contractor's repair facility must be located within a one hundred (100) mile radius of West Covina Civic Center: 1444 W. Garvey Avenue South, West Covina, CA 91790.

- The repair facility must be secured.

- Contractor shall provide pick-up and delivery of vehicles/equipment in need of parts and/or repair.

- Contractor will perform all work in accordance with generally accepted industry practices for safe and efficient operation.

- Services shall be to manufacturer's latest specifications (E.P.A. and C.A.R.B. standards) using new and unused original equipment manufacturer (OEM) genuine and/or OEM genuine rebuilt parts.

- All repair work must be performed by factory trained technicians.

- Prior to the commencement of any work or repairs on West Covina equipment, Contractor shall provide a written estimate to the Fire Department for the requested or recommended repairs. This estimate should include the estimated number of hours, hourly rate, estimated materials costs, and projected completion date. Approval from an authorized representative of the Fire Department must be given prior to work being performed and shall be based on the provided estimated cost. If additional work is required, approval from the Fire Department must be obtained prior to work being completed. The Fire Department will not be responsible for the costs associated with any unauthorized repairs.

- All work shall be inspected by a representative of the Fire Department for completion and verification of correction of the reported concerns. If it is determined that the concerns were not properly addressed or the quality of work is unacceptable, the Contractor shall, at its expense, make the necessary corrections.

- All work is subject to the inspection and approval of the Fire Department Fleet Manager or a designated representative prior to acceptance and approval for payment.
- Contractor will not subcontract repairs to other service providers without written consent from West Covina Fire Department.

- Contractor will comply with all policies, guidelines, rules, and regulations administered by the following agencies:

    - Air Quality Management District (AQMD)

    - Bureau of Automotive Repair (BAR)

    - Environmental Protection Agency (EPA) – State and Federal

- Occupational Safety and Health Administration (OSHA) – State and Federal

- And other agencies that regulate:
  - Automotive repair
  - Discharge into sanitary and storm sewers
  - Hazardous materials and waste

5. PARTS REQUIREMENTS

- Contractor will provide new and original equipment manufacturer (OEM) parts/components. Rebuilt, remanufactured, or other deviation or substitutions will not be allowed without prior written approval from the Fire Department.

- Contractor must have the ability to deliver parts in stock within 1-2 business days after receipt of order from the Fire Department.

- Contractor must provide the option for filling will-call orders for parts in stock within two hours of order placement.

- Contractor will provide all parts at a discounted rate. Quotations that include parts prices higher than the agreed upon discounted price shall be rejected. If Contractor offers the public any special pricing that is lower than the proposal price, Contractor shall provide the lower price to West Covina.

- If requested by the Fire Department, Contractor shall accept the return of unused and undamaged items purchased through the agreement and provide a full refund.

6. WARRANTY

All repaired/rebuilt parts shall be warranted to be free from defects for one (1) year beginning on the date the City accepts the equipment, except as specified below. Contractor shall submit its written standard limited warranty guarantee(s) for Fire Department review upon request.

Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to West Covina.

ATTACHMENT 1

LIST OF CURRENT FIRE DEPARTMENT VEHICLES AND APPARATUSES

West Covina Fire Department

F#	LOCATION	YEAR	MAKE/MODEL	CALL SIGN	COLOR CODE	LICENSE #	VIN
F-1	City Hall	2022	Chevy Tahoe	CH12		8WJJ781	1GNSKPKD2NR174772
F-2	Station 122	2001	Ford Excursion			1086218	1FMNU40S01EC08267
F-3	City Hall	2003	Ford Expedition	RSVP		1155011	1FMPU15L43LB27716
F-4	Station 122	2017	ARROW XT		Green	1495691	4P1BCAGF4HA017624
F-5	Station 121	2000	Amer. LaFrance	USAR121	Yellow/Orange	1261912	4S7AT4097YC034706
F-7	City Hall	2003	Ford Expedition	INV121		8WRE498	2FAFP73W73X127600
F-8	Station 122	2022	Arrow XT	Quint 122	Green/Red	1651731	4P1BCAGF0PA025914
F-10	Station 122	2018	RAM 3500	BC12	Orange/Black	1557553	3C63R3DL3JG401104
F-11	Station 124	2002	International	E3124	Orange/White	1119328	1HTSDADR52H538826
F-13	Station 121	2017	Arrow XT	Engine 121	Red	1495590	4P1BAAGF3HA017393
F-14	Station 124	2017	Arrow XT	Engine 124	Orange	1495589	4P1BAAGF3HA017394
F-15	Station 123	2023	Arrow XT	Engine 123	Yellow/Red	1646083	4P1BAAGF3PA026027
F-16	Station 125	2023	Arrow XT	Engine 125	White/Red	1647199	4P1BAAGF5PA026028
F-17	Station 123	2008	Ford E250	U123		1212140	1FMNE11W58DA42759
F-18	Station 122	2002	Freightliner FL70	AU122	Orange/Red	1253744	1FVABTBS52HJ64464
F-19	Station 122	2002	Ford F350	U122		1125210	1FDWW36F92EA82222
F-20	Station 122	2002	Saulsbury Spartan		Yellow/Black	1261907	4S7AT419X2C040702
F-21	Station 125	2002	Saulsbury Spartan		White/Black	1253746	4S7AT41912C040703
F-22	Station 124	2002	Saulsbury Spartan		Red/Black	1253745	4S7AT41902X041471
F-23	Station 125	2004	Saulsbury Spartan		White	1261911	4S7AT2F994C046278
F-24	Station 123	2006	Pierce		Black	1235258	4P1CA01F76A005705
F-25	City Hall	2007	Hybrid Explorer	P123		1263310	1FMYU49H07KC05223
F-26	City Hall	2019	RAM 1500	SAF12		1582750	1C6RR7TT1KS716982
F-27	City Hall	2019	RAM 1500	U124		1582749	1C6RR7TT5KS716984
F-28	City Hall	2019	RAM 1500	U125		1582748	1C6RR7TT5KS727211
F-29	Station 124	2026	Maverick Trail	UTV124			3JB1BAX26TE000109
F-30	Station 121	2023	Dodge Medix	RA121	Blue/Yellow	1625027	3C7WRKBL9NG427704
F-31	Station 122	2023	Dodge Medix	RA122	Blue/Black	1679020	3C7WRKBL7PG514312
F-32	Station 124	2023	Dodge Medix	RA124	Blue/White	1679021	3C7WRKBL7PG514309
F-33	Station 121	2023	Dodge Leader		Blue/Grey		3C7WRKBL8PG620042
F-35	Station 123	2014	Dodge 4500		Blue/Red	1416747	3C7WRKCL7EG208948
F-36	Station 121	2014	Dodge 4500		Blue/Green	1416746	3C7WRKCL7EG208949
F-37	Station 122	2016	Dodge 3500		Blue/Brown	1549916	3C7WRSBL7GG124195
F-38	Station 124	2023	Dodge Leader		Blue/Orange		3C7WRKBL2PG638987
F-41	Admin	2025	RAM 1500	PR121		1741103	1C6SRFNP4TN235913
F-42	Admin	2025	RAM 1500	PR122		1743732	1C6SRFNP8TN235915
F-43	Admin	2025	RAM 1500	PR123		1741158	1C6SRFNP6TN235914
F-204	Station 124	2022	Sun Country 14'	UTVTRL		1531827	5851U1623NP022115
OES 1609	Station 123	2020	Ford	OES 1609		1606263	1FD0W5HT2LED22975

Revised 07/27/2026

EXHIBIT B

CONTRACTOR'S PROPOSAL

PERFORMANCE TRUCK REPAIR INC.

892 W. Tenth St. Azusa, Ca 91702 (626)664-0995 info@ptrcorp.com

May 25, 2026
CITY OF WEST COVINA
1444 W. Garvey Ave S
308
West Covina, Ca 91702
RFP NO. 2026-15

To whom it may concern:
Thank you for providing Performance Truck Repair Inc. the opportunity to respond to this RFP 2026-15, fire equipment maintenance, annual inspection and testing. We are confident that you will be very satisfied with the services we provide.

Performance Truck Repair Inc. succeeds in providing superior support with all your emergency equipment repair needs 24/7. PTR is a family-owned business and have been operating successfully for over 30 years. We offer after hour's field service technical support. We provide detailed analysis reports o f all findings while performing any and all work on equipment. We at PTR Inc. take a lot of pride in our process of educating the equipment operator in proper preventative measures to ensure minimal equipment down time.

The accompanying proposal provides a compressive response to all of the requirements outlined. We have also enclosed a list of references as well as a copy o f our liability insurance policy so that you are sure you are in good hands.

Again, thank you for your time and we look forward to working with you.

Sincerely,

David Killackey Jr

CHIEF FINANCIAL OFFICER

PERFORMANCE TRUCK REPAIR INC.

PERFORMANCE TRUCK REPAIR INC.

892 W. Tenth St. Azusa, Ca 91702

David Killackey (626)664-0995

info@ptrcorp.com

PROJECT SUMMARY

Understanding the scope of work is a key element in proper repair methods. It all begins with training. We have reviewed the list of emergency fire apparatus listed in this RFP we received and crossed checked the list with our experience and certifications and conclude the list is easily streamlined with our qualifications, facility, Parts inventory and overall experience.

The repair process begins with a phone call from West Covina Personnel indicating a complaint in the operation of a piece of equipment. Once we received this phone call our typical response time to West Covina would be approximately 1 to 1.5 hours. Once on scene with the vehicle in question, we begin the repair process by interviewing The West Covina personnel member who can best describe the issues at hand. If available, we would ask for a history Report of the vehicle in question. With a basic understanding of the complaint, we then go directly to the component most likely associated with the malfunction. First a visual inspection of component, and if applicable we connect your laptop computer to scan the control area network (CAN) to locate any known active or in active trouble codes. In this example we would then inspect any electronic modules, connectors and wiring for points of failure within those components.

If the malfunction is related to non-electronic components, we would begin with the visual inspection followed by exercising the malfunctioning component looking for the exact cause of failure.

During the replacement of components, we use only original equipment (OEM) parts.

The OEM parts are then installed using methods and techniques required by the OEM parts manufactures and apparatus manufacturers recommendations.

There are many examples of proper methods and techniques during repairs, below are just two.

1. One small but important example of proper repair methods would be wiring repairs. We rarely use crimp-on wire connectors. Instead, we use solderable connectors and heat shrink insulating protectors.

2. Another example of proper methods and techniques is the proper use of silicone sealant. There is indeed a time and place for silicone sealant however during an engine or transmission overhaul would not be one of those times. Silicone sealant can enter into the hydraulic systems of components such as engines, transmissions, water pumps and valving. No doubt the silicone would end up in a place within those components that could cause a catastrophic failure to those assemblies.

We have found that there are very few exceptions to the outlines provided by the OEMs regards proper methods and techniques during maintenance and repair to fire apparatus. We strongly adhere to those recommendations.

METHODOLOGY SECTION

TECHNICAL PROPOSAL/EXECUTIVE SUMMARY

Thank you for your consideration,

For over 30 years Performance Truck Repair. (PTR) has successfully built a company and assembled a team that is second to none in the emergency equipment repair industry. At PTR we pride ourselves in holding the highest qualifications and certifications. In addition to being highly qualified we also have made an enormous investment in our facility and tooling. PTR's willingness to purchase any and all tools necessary to perform inspections and repairs combined with highly educated technicians inside a perfectly constructed and laid out shop make for a repair experience unmatched in So Cal.

PTR has the facility, equipment, and experienced crew to tackle any heavy truck overhaul repair. Our technicians are thoroughly trained in Allison transmission overhaul/repair, light-medium vehicle overhaul/repair, major engine overhaul on internal and external componentry, brake assemblies, clutch assemblies, drive-line overhaul/repair, off-highway equipment and aerial device overhaul/repair, just to name a few.

That being said we understand that the above mentioned is not always enough. We consider a quick response to the needs of our customers as critical to keeping their fleet in service. Due to our quality of work and response time we have had the privilege of obtaining the fire fleet maintenance contracts with Arcadia fire Department, Orange County Fire Department, Alhambra Fire Department and Los Angeles County Fire Department, just to name a few. We also have been working with OES for many years.

Accessibility is key therefore we are available to our customers 24/7. In addition to our shop PTR Maintains multiple service trucks for on-site repairs for regular and after-hours repair needs including weekends and holidays.

PTR operates a full line welding shop and fabrication shop. Our employees have acquired all certifications needed to rebuild and repair all styles of water pump applications (Hale, Waterous, Darley, ect.). We have acquired all certifications in recertifying and testing aerial apparatus as well as certifications with Cummins, Detroit diesel, CAT, Allison, Bendix, Foam Pro, CAFS systems, TAK-4, steering, air brake, electronics, suspension, ect. (All certifications are available upon request). PTR is also a service center and vehicle sales dealer for E-one.

PTR is family owned and operated therefore we enjoy the "family" style approach to running our business with not only professionalism and expertise but also a strong sense of concern for the needs of the customers as well as our vendors. Maintaining a sense of urgency throughout the repair process until the equipment is returned to service is critical to both the success of the customer and PTR.

PTR's is financially solid and do not have any loans, We also have never been through a bankruptcy. Due to the fact that we pay our bills on time we have developed a strong relationship with our vendors ensuring that we receive parts on a timely manner.

PTR personnel has a deep sense of appreciation to the commitment displayed throughout the fire fighter community. We feel it is our duty to contribute all of our efforts in keeping the equipment in proper working condition and do to so in a cost effective manner.

-David Killackey (CFO), James Killackey (Fire Mechanic), Joe Avina (Shop Foreman)

-Amado Trejo (Parts Manager)

RELEVANT EXPERIENCE FORM

Please complete the next five (5) pages to demonstrate experience with projects of similar scope and size to that which is to be performed. This completed form will be submitted with bid.

Project No. 1

Project Name Orange County Fire Department - Fleet repair

Project Address/Location Orange County Fire Department

Date of Start/Completion of Project 2 YEARS

Contract Description

PTR holds the contract to perform vehicle maintenance and repair on all heavy duty fleet vehicles and equipment

Contract Owner Information:

Owner Orange County Fire Departmant

Name of Contact Dan Davis

Title Fleet Supervisor / Fleet Services

Address Orange County Fire Authority

Phone Number 714.573.6655 Email dandavis@ocfa.org

Project No. 2

Project Name Arcadia Fire Department - Fleet repair

Project Address/ Location Arcadia Fire Department

Date of Start/Completion of Project 15 years

Contract Description

PTR holds the contract to perform vehicle maintenance and repair on all heavy duty fleet vehicles and equipment

Contract Owner Information:

Owner Arcadia Fire Department

Name of Contact Tom Devlin

Title Batallion Chief

Address Arcadia Fire Department

Phone Number (626)260-3464 Email tdevlin@arcadiaca.gov

Project No. 3

Project Name Alhambra Fire Department - Fleet repair

Project Address/ Location Alhambra Fire Department

Date of Start/Completion of Project 10 Years

Contract Description

PTR holds the contract to perform vehicle maintenance and repair on all heavy duty fleet vehicles and equipment

Contract Owner Information:

Owner Alhambra Fire Department

Name of Contact Dustin Pierson

Title Captian

Address Alhambra Fire Department

Phone Number (805)795-5656 Email Dpierson@alhambrafire.org

Project No. 4

Project Name Costa Mesa Fire Department - Fleet Repair

Project Address/ Location Costa Mesa Fire Department

Date of Start/Completion of Project 1 Year

Contract Description

PTR holds the contract to perform vehicle maintenance and repair on heavy duty fleet vehicles and equipment

Contract Owner Information:

Owner Costa Mesa Fire Department

Name of Contact Ruben Salas

Title Fleet Maintenance

Address Costa Mesa Fire Department

Phone Number (714)651-6438 Email RUBEN.SALAS@costamesaca.gov

Project No. 5

Project Name Monrovia Fire Department - Fleet repair

Project Address/ Locaton Monrovia Fire Department - Fleet repair

Date of Start/Completion of Project 9 Years

Contract Description

PTR perform vehicle maintenance and repair on all heavy duty fleet vehicles and equipment

Contract Owner Information:

Owner Monrovia Fire Department

Name of Contact Jake Clemens

Title Captain

Address Monrovia Fire Department

Phone Number (626) 482-5218 Email jclemens@ci.monrovia.ca.us

EXHIBIT C

FEE SCHEDULE

FEE SCHEDULE

Rates set forth in this fee schedule are inclusive of all labor, shop fees, management fees, and environmental fees.

Parts Markup: 20%

Cost proposal for directed work items such as maintenance, mechanical repairs, component replacement and reconditioning.

Tier 1 – Standard Hourly Rate: $120.00

Tier II – Overtime Hourly Rate: $120.00

Cost proposal for emergency conditions (after hours) work items such as mechanical repairs, component replacement and reconditioning.

Tier III – Emergency Call Hourly Rate: $120.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Marsh Affinity	
Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
	E-MAIL ADDRESS: ADPTotalSource@marsh.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: AIU Insurance Company	19399
INSURED	INSURER B:	
ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F: Performance Truck Repair Inc 892 W 10TH ST Azusa, CA 917020000	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 051665122 CA	07/01/2026	07/01/2027	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for Performance Truck Repair Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADPTS payroll or have completed the SEI Participation Addendum. 20509 E RANCHO LOS CERRITOS RD

CERTIFICATE HOLDER

City of West Covina
1444 W. Garvey Avenue South
218
West Covina, CA 91790

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jo Phillips

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/31/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Carmen Josef	
The Liberty Company Insurance Brokers	PHONE (A/C, No, Ext): (909) 498-9151	FAX (A/C, No):
Lic #0D79653	E-MAIL ADDRESS: carmen.josef@libertycompany.com	
5955 De Soto Ave, Ste 250	INSURER(S) AFFORDING COVERAGE	NAIC #
Woodland Hills CA 91367	INSURER A : Underwriters at Lloyds London	32727
INSURED	INSURER B :	
Performance Truck Repair, Inc.	INSURER C :	
DBA: P.A.R.T.S.	INSURER D :	
892 W 10th Street	INSURER E :	
Azusa CA 91702	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Garage GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLL-11095-03	04/14/2026	04/14/2027	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			GLL-11095-03	04/14/2026	04/14/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	GarageKeepers Liability Deductible: $5,000			GLL-11095-03	04/14/2026	04/14/2027	Each Location Each Auto	$1,000,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of West Covina is included as an Additional Insured under the Commercial General Liability per written contract. Waiver of Subrogation applies.

30 day cancellation.

CERTIFICATE HOLDER

City of West Covina
1444 West Garvey Ave South
West Covina CA 91790

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

K Aguilera

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization that is an owner of real property or personal property for whom you work or have worked, or a contractor on whose behalf you work or have worked, but only if coverage as an additional insured extending to "bodily injury" or "property damage" included in the "products – completed operations hazard" is required by a written contract or written agreement that is an "insured contract" and provided that the "bodily injury" or "property damage" first occurs subsequent to the execution of the contract or agreement.	All locations where "your work" was performed for any additional insured as specified in a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE:

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization that is an owner of real property or personal property on which you are performing ongoing operations, or a contractor on whose behalf you are performing ongoing operations, but only if coverage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided that the "bodily injury", "property damage" or "personal & advertising injury" first occurs subsequent to the execution of the contract or agreement.	All locations where your ongoing operations are performed for any additional insured as specified in a written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
City of West Covina 1444 West Garvey Ave., South West Covina, CA 91790
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization whom you are required to waive any right of recovery under a written contract executed prior to the occurrence which results in bodily injury or property damage under Coverage A, or the offense which results in personal and advertising injury under coverage B.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:** We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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FIRE DEPARTMENT FLEET MAINTENANCE AND REPAIR SERVICES	**Approved by:** Mike Browne	**RFP No.** 2026-15
	Karen Ogawa	**Effective Date** April 28, 2026

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified vendors to provide parts, maintenance and/or repair services for various fire apparatuses and heavy equipment on an as-needed basis. The goal of this solicitation is to establish multiple agreements to provide flexibility and increased availability of parts and service upon the needs of the Fire Department.

2. RFP SCHEDULE

- RFP release: April 28, 2026
- Questions due: May 12, 2026
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: May 19, 2026
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: May 26, 2026
- Potential interviews: Week of June 1, 2026
- Selection of proposer (tentative date): Week of June 8, 2026
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Verification – Debarment & Suspension Verification
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance
Attachment G: W-9

Proposals must be submitted no later than **1:00 p.m. on May 26, 2026.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of three (3) years, with the option to extend the term for up to two (2) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

9. ORAL PRESENTATIONS/INTERVIEWS

An oral presentation by/interview with the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation/interview would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such presentation/interview shall be at the proposer's expense.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature.

Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addendum will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as "Trade Secret", "Confidential", or "Proprietary".

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer's response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	**Maximum Points**
Completeness of Proposal	15
Relevant Experience and Qualifications of Proposer	30
Capacity to Perform	30
Proposed Cost	25
TOTAL	**100**

If the City elects to conduct oral presentations/interviews as provided for in Section 9 of this RFP, each of the three proposers whose proposals receive the highest scores during the evaluation phase will be invited to participate in an interview. An additional 0 to 20 points may be added to each proposer's score based on the proposer's demonstrated understanding of the City's needs and evidenced ability to provide the services.

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment H).

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:
I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city, state].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more.

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

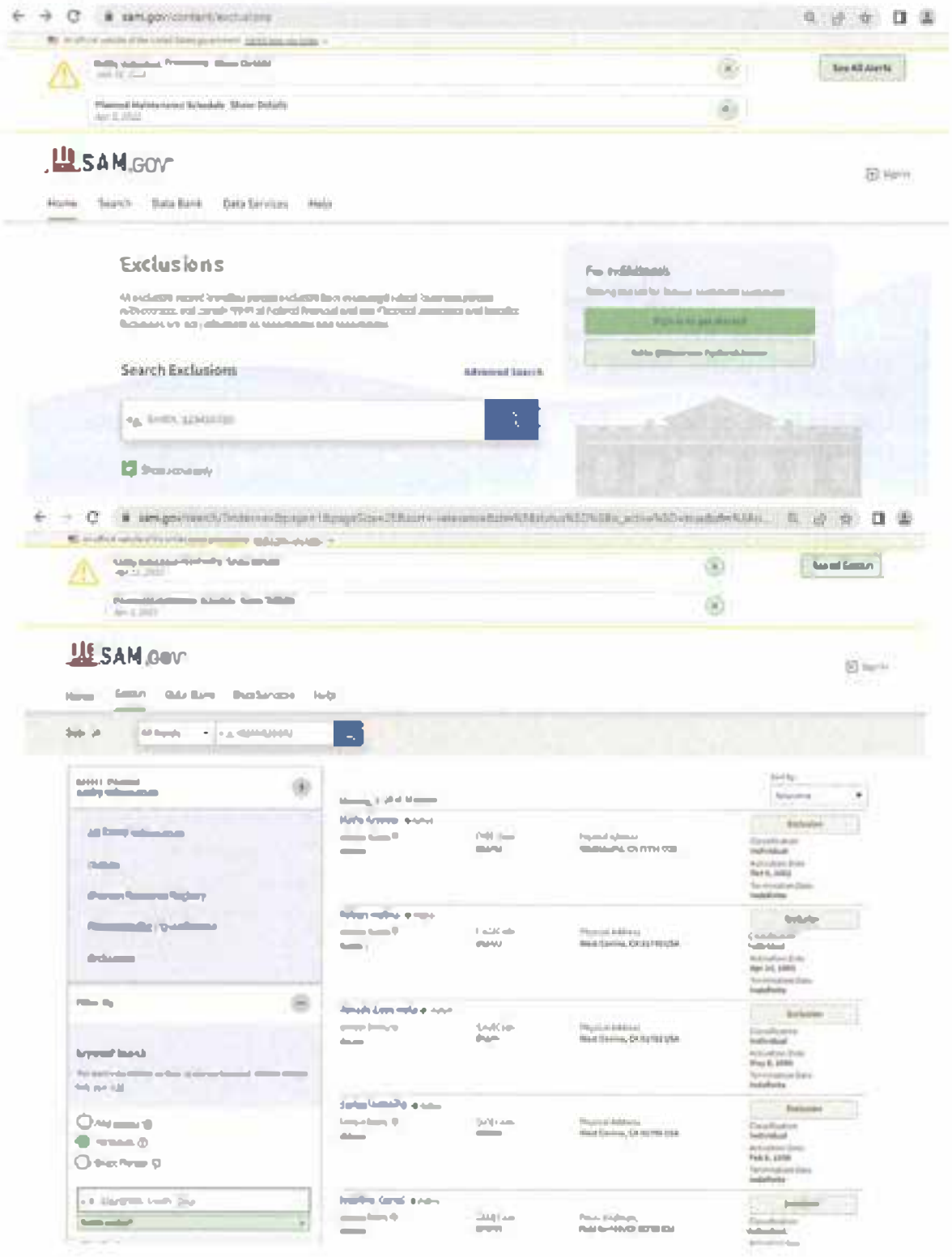
Date: _____

ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select "Search" from the header menu from any page on SAM.gov
- In the filters, under "Select Domain," select "Entity Information, then select "Exclusions."
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page


SAM.GOV
Exclusions
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ATTACHMENT D

FEE SCHEDULE

FEE SCHEDULE

Rates set forth in this fee schedule are inclusive of all labor, shop fees, management fees, and environmental fees.

Parts Markup:

Cost proposal for directed work items such as maintenance, mechanical repairs, component replacement and reconditioning.

Tier 1 – Standard Hourly Rate:

Tier II – Overtime Hourly Rate:

Cost proposal for emergency conditions (after hours) work items such as mechanical repairs, component replacement and reconditioning.

Tier III – Emergency Call Hourly Rate:

ATTACHMENT E

SCOPE OF SERVICES

SCOPE OF SERVICES

1. PROJECT BACKGROUND

The purpose of this solicitation is to establish an agreement or agreements for the as-needed purchase of parts, maintenance and/or repair services for various fire apparatus and heavy equipment and/or furnish and deliver Original Equipment Manufacturer (OEM) parts or OEM refurbished parts on an as-needed basis. Repairs must be performed by an approved manufacturer Certified/Authorized Service repair facility. All parts shall be supplied by an authorized parts distributor. The objective is to contract with one or multiple vendors that can partner with the West Covina Fire Department to provide the highest quality of service to the City of West Covina in the most expeditious and cost-effective manner possible.

2. SCOPE OF WORK

On an as-needed, as-requested basis, the contractor shall provide services that include, but are not limited to, major repairs, overhauls of dynamic components, engines and engine accessories, engineering support, pumps, valves, pumping components and various non-critical component repairs, maintenance and/or parts for various fire apparatuses and heavy equipment. Contractor to furnish all labor, materials, equipment, and supervision necessary to provide heavy fire apparatus parts and/or services as required by West Covina Fire Department.

A list of the Fire Department's vehicles and apparatuses is included as Exhibit 1. Contractor acknowledges that the City may add vehicles to and remove vehicles from its fleet at any time during the term of the agreement.

Heavy Fire Apparatus currently in service in West Covina Fire Department's Fleet include, but are not limited to:

- Pierce
- Spartan
- American La France
- Freightliner
- Salsbury

The following is a partial list of radiator repair items or issues that may need attention:

- Radiator core repair/replace
- Radiator rod out
- Heater core repair
- End tank repair
- Fuel tank repair
- Fuel tank cleaning
- Radiator neck repair/replace
- Oil cooler repair
- Welding
- Charged air cooler repair/replace

This scope of work outlines general features and basic minimum requirements for providing parts and services for West Covina Fire Department equipment. This is a

general guide and is not intended to be an all-inclusive list of all work necessary for completing the project scope. At its discretion, the West Covina Fire Department may add or delete vehicles from the list at any time during the term of the agreement. Any vehicles added to the scope of work will be offered the same prices as in the original proposal.

3. QUALITY OF WORK

Repair work must be in a level acceptable to City in terms of cost, time, and workmanship. Failure to perform repairs properly, as determined by the Fire Department, will be considered grounds for terminating the agreement.

4. GENERAL REQUIREMENTS

- The contractor's facility shall be a clean and safe working environment. It shall comply with all Federal, State, and Local regulations.

- All items provided under the agreement shall comply with all applicable, Federal, State, and Local regulations including California Vehicle Code, if applicable.

- Authorized representatives of the West Covina Fire Department shall be permitted to inspect the contractor's facility prior to award of the agreement. After the award of the agreement, authorized representatives of the Fire Department shall be permitted to inspect the contractor's facility on a periodic basis. More frequent inspections shall be permitted if problems develop and remain unresolved. Persistent and/or unresolved performance or other issues may be grounds for termination of the agreement.

5. SERVICE REQUIREMENTS

- Due to logistics and equipment turnaround time, contractor's repair facility must be located within a one hundred (100) mile radius of West Covina Civic Center: 1444 W. Garvey Avenue South, West Covina, CA 91790.

- The repair facility must be secured.

- Contractor shall provide pick-up and delivery of vehicles/equipment in need of parts and/or repair.

- Contractor will perform all work in accordance with generally accepted industry practices for safe and efficient operation.

- Services shall be to manufacturer's latest specifications (E.P.A and C.A.R.B standards) using new and unused OEM genuine and/or OEM genuine rebuilt parts.

- All repair work must be performed by factory trained technicians.

- Prior to the commencement of any work or repairs on West Covina equipment, contractor shall provide a written estimate to the Fire Department for the requested or recommended repairs. This estimate should include the estimated number of hours, hourly rate, estimated materials costs, and projected completion date. Approval from an authorized representative of the Fire Department must be given prior to work being performed and shall be based on the provided estimated cost. If additional work is required, approval from the Fire Department must be obtained prior to work being completed. The Fire Department will not be responsible for the costs associated with any unauthorized repairs.

- All work shall be inspected by a representative of the Fire Department for completion and verification of correction of the reported concerns. If it is determined that the concerns were not properly addressed or the quality of work is unacceptable, the contractor shall, at their expense, make the necessary corrections.

- All work is subject to the inspection and approval of the Fire Department Fleet Manager or a designated representative prior to acceptance and approval for payment.

- Contractor will not subcontract repairs to other service providers without written consent from West Covina Fire Department.

- Contractor will comply with all policies, guidelines, rules, and regulations administered by the following agencies:

    - Air Quality Management District (AQMD)

    - Bureau of Automotive Repair (BAR)

    - Environmental Protection Agency (EPA) – State and Federal

    - Occupational Safety and Health Administration (OSHA) – State and Federal

- And other agencies that regulate:

    - Automotive repair

    - Discharge into sanitary and storm sewers

    - Hazardous materials and waste

6. PARTS REQUIREMENTS

- Contractor will provide new and original equipment manufacturer (OEM) parts/components. Rebuilt, remanufactured, or other deviation or substitutions will not be allowed without the prior written approval by the Fire Department.

- Contractor must have the ability to deliver parts in stock within 1-2 business days after receipt of order from the Fire Department.

- Contractor must provide the option for filling will-call orders for parts in stock, within two hours of order placement.

- Contractor will provide all parts at a discounted rate. Quotations that include parts prices higher than the agreed upon discounted price shall be rejected. If the contractor offers the public any special pricing that is lower than the proposal price, the contractor must provide the lower price to West Covina.

- If requested by the Fire Department, Contractor shall accept the return of unused and undamaged items purchased through the agreement and provide a full refund.

7. WARRANTY

All repaired/rebuilt parts shall be warranted to be free from defects for one (1) year beginning on the date the City accepts the equipment, except as specified below. Contractor shall submit their written standard limited warranty guarantee(s) for Fire Department review upon request.

Any supplier or manufacturer's standard limited warranty coverage greater than that specified above must also be extended to West Covina.

EXHIBIT 1

LIST OF FIRE DEPARTMENT VEHICLES AND APPARATUSES

ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H

SAMPLE AGREEMENT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

MAINTENANCE SERVICES AGREEMENT
BETWEEN
CITY OF WEST COVINA
AND
_____
FOR

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____, a [the state where incorporation/organization occurred] [type of organization (corporation, limited liability company, limited partnership, etc.)] ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to _____, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein.

1.2. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.3. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health

and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability or mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, except as permitted pursuant to Section 12940 of the California Government Code.

1.5. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Contractor's Proposal unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services shall be performed in strict compliance with the performance schedule agreed to by City and Contractor, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and Contractor. Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of _____ successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on Contractor, if the latter should:

(a) Be adjudged bankrupt;

(b) Become insolvent or have a receiver of its assets or property appointed because of insolvency;

(c) Make a general assignment for the benefit of creditors;

(d) Default in the performance of any obligation or payment of any indebtedness under this Agreement;

(e) Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

(f) Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than Two Million Dollars ($2,000,000) combined single limit for each accident.

(c) Garage keepers legal liability insurance of at least One Million Dollars ($1,000,000.00) per occurrence.

(d) Workers' compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with a limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its agreement with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured

retention shall be approved in advance by City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

_____

_____

_____

IF TO CITY:

City of West Covina
1444 West Garvey Ave. South
West Covina, CA 91790

Tel: _____	Tel: _____
Email: _____	Fax: _____
Attn: _____	Attn: _____

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and

all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All reports, documents, information and data furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Contractor shall deliver to City any reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by

reference, this Agreement shall govern over the document referenced.

6.15. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.16. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.17. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.18. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.19. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.20. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.21. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.22. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

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

Agreement.

6.24. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick, CMC
Assistant City Clerk

APPROVED AS TO FORM:

_____ Date: _____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Karen Ogawa
Finance Director

SAMPLE

PERFORMANCE TRUCK REPAIR INC.

892 W. Tenth St. Azusa, Ca 91702 I (626)393-6003 info@ptrcorp.com

September 30, 2026

City Of Arcadia

710 S. Santa Anita Ave

Arcadia, Ca 91007

Performance Truck Repair (PTR) grants complete authority to the city of Arcadia in the endeavor to obtain a fire fleet repair contract with PTR by means of "piggybacking" off the recently awarded contract with the city of West Covina Fire Department.

The contract between the city of West Covina and PTR was awarded as a direct result of a formally executed public RFP #RFP 2026-15 dated August 1, 2026.

PTR understands and excepts the full meaning and obligations of this contract and is agreeable to implement the contract in its entirety with the city of Arcadia. All at PTR wish to thank the city of Arcadia Mayor, council, city managers office, procurement and Arcadia fire department and those within the department who continually work with us on a daily basis, fulfilling the noble task of keeping the community safe. It is an honor and privilege to be part of Arcadia's family.



David Killackey Jr.

(626)393-6003

PRESIDENT

PERFORMANCE TRUCK REPAIR INC.

CITY OF ARCADIA

STAFF REPORT

PUBLIC WORKS SERVICES DEPARTMENT

DATE: December 1, 2026

TO: Honorable Mayor and City Council

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

SUBJECT: ACCEPT ALL WORK PERFORMED BY GRBCON, INC. FOR THE STORMDRAIN REPAIR PROJECT AS COMPLETE
CEQA: Exempt
Recommendation: Approve

SUMMARY

On April 21, 2026, the City Council approved a contract with GRBCON, Inc. in the amount of $144,325 for the Stormdrain Repair Project. The terms and conditions of this project have been complied with and the work has been performed to the satisfaction of the Project Manager for a total project cost of $143,000. This amount reflects the original contract amount of $144,325, minus contract change orders totaling $1,325, or 0.9% less than the original contract amount.

It is recommended that the City Council accept all work performed by GRBCON, Inc. for the Stormdrain Repair Project as complete, and authorize the final payment to be made in accordance with the contract documents, subject to the retention of $7,150.

BACKGROUND

The Public Works Services Department ("PWSD") owns and maintains various catch basins and stormdrain lines throughout the City. During previous storms, staff observed that water was unable to properly drain from a curb opening catch basin on Fallen Leaf Road. City crews located the pipe in this catch basin and attempted to perform an inspection utilizing Closed Circuit Television ("CCTV") equipment. The CCTV camera could not get through the pipe, which indicated that the pipe was damaged and likely collapsed. Replacement of the damaged pipe with a new

reinforced concrete pipe was necessary to restore proper stormwater flow in that area and eliminate potential flooding.

DISCUSSION

On April 21, 2026, the City Council approved a contract with GRBCON, Inc. for the Stormdrain Repair Project. The work performed included replacement of the existing damaged 18-inch stormdrain pipe on Fallen Leaf Road. During the course of work, the City received credits for reductions in quantities of material needed to complete the project. Below is a breakdown of total contract change orders.

CCO	Description	Amount
1.	Deleted (5 LF) – Remove Existing Stormdrain Pipe and Replace with New 18" RCP Pipe	($1,325)
	Total	**($1,325)**

The change orders listed reduced the overall contract amount by $1,325, or 0.9% less than the original contract amount. All terms and conditions of this contract have been complied with, and the work has been performed to the satisfaction of the Project Manager. GRBCON, Inc. completed the work as defined in the project plans and specifications in an efficient and timely manner.

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

Gas Tax (HUTA) Funds in the amount of $100,000 were budgeted for the Stormdrain Repair Project, in the FY 2025-26 Capital Improvement Program. However, these funds were insufficient to complete the project. Therefore, on April 21, 2026, the City Council approved a supplemental budget appropriation of $58,757.50 from the Capital Outlay Fund bringing the total funds available to $158,757,50.

The total construction cost for this project is $143,000. The total cost reflects the original contract amount of $144,325, minus change orders totaling $1,325, or 0.9% less than the original contract amount. Therefore, sufficient funds are available.

RECOMMENDATION

It is recommended the City Council determine that this project is exempt under the California Environmental Quality Act ("CEQA"); and accept all work performed by GRBCON, Inc. for the Stormdrain Repair Project as complete, and authorize a final payment to be made in accordance with the contract documents, subject to the retention of $7,150.

Approved:

Dominic Lazzaretto
City Manager